



City of Lawton

City Council

Agenda

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

Tuesday, August 9, 2022

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

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 July 26, 2022. [22-497](#)

Attachments: [26Jul22](#)

2. Consider the following damage claim recommended for approval: Brandi and Kyle Christensen in the reduced amount of \$14,232.13. [22-481](#)

Attachments: [DC-2022-016, Christensen, Brandi and Kyle - Memorandum](#)
[DC-2022-016, Christensen, Bandi and Kyle - Resolution and Warrant of Attorney](#)

3. Consider the following damage claim recommended for denial: Roberta Vowell on behalf of McArthur Park Townhouse Association in the amount of \$60.00. [22-482](#)

Attachments: [DC-2022-018, Vowell, Roberta - Memorandum](#)

4. Consider adopting a resolution approving the joint petition settlement and making payment in the worker's compensation claim of former employee, Stephanie Crawford. [22-474](#)
Attachments: [Resolution 22-](#)
5. Consider adopting a resolution approving the compromise settlement and making payment in the workers' compensation claim of former employee, Stephanie Crawford. [22-473](#)
Attachments: [Resolution 22-](#)
6. Consider adopting a resolution ratifying the action of the City Attorney and the City Manager in making payment on the judgment in the Workers' Compensation case of Matthew McKinney in the Oklahoma Workers' Compensation Commission, Case No. CM3-2019-04511A. [22-469](#)
Attachments: [Resolution 22-](#)
7. Consider adopting a resolution ratifying the action of the City Attorney and the City Manager in making payment on the judgment in the Workers' Compensation case of Matthew McKinney in the Oklahoma Workers' Compensation Commission, Case No. CM3-2019-04512H and CM3-2019-04511A. [22-471](#)
Attachments: [Resolution 22-](#)
8. Consider renewing an agreement with Floyd & Driver, PLLC to assist the City with regulatory requirements associated with funding received in connection with the American Rescue Plan Act of 2021 and authorize the execution of the agreement. [22-468](#)
Attachments: [City of Lawton - LSA \(ARPA\)](#)
9. Consider approving an Agreement between the Lawton Fort Sill Chamber of Commerce and the City of Lawton, to include any floor amendments that may be made thereto, to fund activities by the Chamber designed to encourage, promote and foster tourism, including elements of economic development related thereto in the City of Lawton, and authorize the Mayor and City Clerk to execute the Agreement. [22-476](#)
Attachments: [HotelTaxTourismAgreement for Chamber 2022-2023 Final](#)
[Attachment B - Chamber HM Budget FYE 3-30-23 \(As Adjusted 6-24-22\)](#)

10. Consider approving an Agreement between the Lawton Economic Development Corporation and the City of Lawton to fund activities designed to encourage, promote and foster economic/industrial development in the City of Lawton, and authorize the Mayor and City Clerk to execute the Agreement. [22-499](#)

Attachments: [LEDC Professional Svcs Agreement FY 2022-2023](#)
[LEDC-City FY 22-23 Atch A \[Performance Measures\] & Atch B \[Budget\]](#)

11. Considering approving a resolution amending Appendix A, Chapter A-19, Article A-19-7, Schedule of Fees and Charges, Lawton City Code, 2015, by adding adult softball registration fees, increasing the rental fees for athletic field rentals and reorganizing and simplifying said athletic field rental fees within the fee schedule, and authorizing the Mayor and City Clerk to execute the resolution. [22-495](#)

Attachments: [Res 22-](#)

12. Consider approving the revised and updated FY 2023 Memorandum of Understanding between the City of Lawton and the Lawton Metropolitan Planning Organization for metropolitan transportation planning, noting the increase in budgeted funds as approved by the Oklahoma Department of Transportation (ODOT). [22-439](#)

Attachments: [LMPO Agreement](#)

13. Consider approving a resolution amending the City of Lawton FY22-23 budget by appropriating up to \$1,547,164.13 to Engineering's Special Revenue Fund Construction, Improvements and Additions account to fund the replacement of existing sidewalks and construction of new sidewalks throughout the City. [22-487](#)

Attachments: [08.09.22 Medical Marijuana Resolution](#)

14. Consider approving an agreement between the City of Lawton and the Department of Transportation of the State of Oklahoma Project Number TAP3-2988(004) TP, State Job Number 32988(04)(05), which consists of Pedestrian/Bike improvements for the City Project Number EN1604 East Gore Blvd/I-44 Pedestrian Bridge. [22-194](#)

15. Consider authorizing staff to issue a letter of intent to cancel CL22-028 Cationic Polymer contract with Hawkins, Inc. due to product incompatibility with current treatment plant infrastructure and authorize staff to rebid the contract. [22-467](#)

Attachments: [CL22-028 Cancellation](#)
[Termination Notice to Vendor-Draft](#)

16. Consider awarding CL22-052 Manhole Coating Product to Pipeline Video Inspection, LLC of Scottsdale, AZ. [22-472](#)

Attachments: [CL22-052 - Abstract](#)
[AWARD CL22-052 Manhole Coating Product](#)

17. Consider approving appointments to boards and commissions. [22-485](#)

Attachments: [Board Appointments- 08-09-2022](#)

BUSINESS ITEMS:

18. Consider accepting the FY 2021 Performer, a financial statement analysis report of the City of Lawton, as presented by Frank Crawford of Crawford and Associates. [22-475](#)

Attachments: [Lawton Performer 21 new format final](#)

19. Consider naming the drive that leads to Eastside Park “Keith Jackson Parkway” after former Councilmember Keith Jackson in honor of his work with youth sports and his years serving on City Council. [22-360](#)

Attachments: [Keith Jackson Parkway Map](#)

20. Consider approving an Agreement for Funding and Limited Support between the Fires Innovation Science and Technology Accelerator (FISTA) Development Trust Authority and the City of Lawton to fund the operation, management, administration, maintenance and equipping of FISTA facilities during the 2022-2023 fiscal year to encourage economic/industrial development in the City of Lawton and authorize the Mayor and City Clerk to execute the Agreement. [22-419](#)

Attachments: [2023 FISTA ANNUAL AGREEMENT](#)
[FISTA Proposed Budget FYE 6-30-23](#)

21. Consideration of approval for the Draft of the FFY 2022 Annual Action Plan (AAP) with an amendment to the 5-year Consolidated Plan (CONPLAN), acceptance of recommended amounts for Public Service Organization (PSO) Funding Request Applications, and revisions to Housing and Urban Development (HUD) funded programs submitted through the Housing & Community Development (HCD) office of the City. [22-478](#)

Attachments: [2022 AAP Funding Estimates 07142022](#)
[CPC Agenda 06302022](#)
[Presentation](#)

22. Receive an update on the Elmer Thomas Park & Lakes master plans along with discussion on any park items, receiving input from council, and give direction and guidance as deemed necessary. [22-488](#)

23. Consider authorizing the City Manager to use previously approved American Rescue Plan Act funding to offer a back to work incentive for new hires up to \$7,500.00 depending on the position, difficulty of the position to fill, or length of time to fill an empty position. [22-451](#)

Attachments: [Back To Work Exhibit.docx](#)

STAFF REPORTS:

- Receive an update on CIP Projects from Director of Engineering [22-489](#)

Attachments: [CIP Update - August 2022](#)

EXECUTIVE SESSION ITEMS:

24. Pursuant to Section 307B.4, Title 25, Oklahoma Statutes, consider convening in executive session to discuss an action relating to litigation against the manufacturers and distributors of opioids in an effort to hold them accountable for their marketing practices alleged to have caused public nuisance and monetary damages suffered by municipalities, specifically, the City's pending litigation in City of Lawton v. Purdue Pharma Inc., et al, CIV-19-78 as part of In Re: National Prescription Opiate Litigation MDL No. 2804, to include a discussion and consideration for approval a potential settlement with distributors Cardinal Health, McKesson Corporation and AmerisourceBergen Corporation, and if necessary take action in open session that may include the approval of one or more resolutions and/or other documents related to any such settlement. [22-434](#)
25. Pursuant to Section 307B.4, Title 25, Oklahoma Statutes, consider convening in executive session to discuss an action relating to litigation against the manufacturers and distributors of opioids in an effort to hold them accountable for their marketing practices alleged to have caused public nuisance and monetary damages suffered by municipalities, specifically, the City's pending litigation in City of Lawton v. Purdue Pharma Inc., et al, CIV-19-78 as part of In Re: National Prescription Opiate Litigation MDL No. 2804, to include a discussion and consideration for approval a potential settlement with Johnson & Johnson, Janssen Pharmaceuticals, Inc., Ortho-McNeil Janssen Pharmaceuticals, Inc., and Janssen Pharmaceutica, Inc. (collectively "Janssen"), and if necessary take action in open session that may include the approval one or more resolutions and/or other documents related to any such settlement. [22-502](#)

26. Pursuant to Section 307B.4, Title 25, Oklahoma Statutes, consider convening in executive session to discuss an action relating to litigation against the manufacturers and distributors of opioids in an effort to hold them accountable for their marketing practices alleged to have caused public nuisance and monetary damages suffered by municipalities, specifically, the City's pending litigation in City of Lawton v. Purdue Pharma Inc., et al, CIV-19-78 as part of In Re: National Prescription Opiate Litigation MDL No. 2804, to include a discussion and consideration for approval a potential settlement with Mallinckrodt PLC & Mallinckrodt LLC, and if necessary take action in open session that may include the approval one or more resolutions and/or other documents related to any such settlement.

[22-503](#)

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 #: 22-497

Agenda Date: 8/9/2022

Agenda No: 1.

ITEM TITLE:

Consider approval of the minutes of the Lawton City Council regular meeting of July 26, 2022.

INITIATOR: Traci Hushbeck, City Clerk

STAFF INFORMATION SOURCE: Traci Hushbeck, City Clerk

BACKGROUND: N/A

EXHIBIT: Draft minutes of July 26, 2022.

KEY ISSUES: N/A

FUNDING SOURCE: N/A

STAFF RECOMMENDED COUNCIL ACTION: Approve the minutes of the Lawton City Council regular meeting of July 26, 2022.

MINUTES
LAWTON CITY COUNCIL REGULAR MEETING
JULY 26, 2022 – 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 James H.B. Peay, IV

Mayor Booker called the meeting to order at 2:09 p.m. Notice of meeting and agenda were posted on the City Hall notice board as required by law. Invocation was given by Pastor Jeff Elbert, Cameron Baptist Church, followed by the Pledge of Allegiance.

ROLL CALL

PRESENT:

Mary Ann Hankins, Ward One
Kelly Harris, Ward Two (Arrived @ 2:20 p.m.)
Linda Chapman, Ward Three
Jay Burk, Ward Four
Allan Hampton, Ward Five
Onreka Johnson, Ward Seven (Left @ 3 p.m.)
Randy Warren, Ward Eight

ABSENT:

Sean Fortenbaugh, Ward Six

PRESENTATION:

Commendation of Neighborhood Services Division for exemplary work by Supervisor Corey Bowen, Code Compliance Officers, Abatement Process Administrators, and Administrative Staff.

Cleghorn recognized the Neighborhood Services Division staff.

REPORTS: MAYOR/CITY COUNCIL

Mayor Booker reported the Lawton Birthday Celebration will be held on August 4th.

Harris stated for his constituents at Mission Village, they are looking at getting the security issues fixed at the cemetery. He stated they have fixed the primary leak at 14th and Logan.

Burk reported on FISTA activities.

Hampton thanked staff for the update on the road program.

Johnson stated The Greenwood Project will be on display at the mall. She stated Ranch Oak Association will hold their meeting on August 9th at 6 p.m.

Warren stated he hopes that citizens will pass along compliments to all the city employees because most employees don't hear those compliments, just complaints.

AUDIENCE PARTICIPATION:

Willie Carter, 6221 Bishop Road, encouraged the council to drive from Sheridan and Lee and go south to Bishop. He stated this is the worst stretch of road in Lawton.

CONSENT AGENDA:

MOVED by Warren SECOND by Burk to approve the consent agenda. AYE: Hankins, Harris, Chapman, Burk, Hampton, Johnson, Warren. NAY: None. MOTION CARRIED.

1. Approved the minutes of the Lawton City Council regular meeting of July 12, 2022.
2. Consider the following damage claim recommended for approval: Michael Finley in the amount of \$82.02.
3. Consider approving a resolution amending Resolution 22-92 and establishing a revised annual funding allocation for Hotel/Motel Tax Collections received by the City of Lawton.
Resolution 22-97
4. Consider approving an Agreement between The Lawton Farmers Market Institute and the City of Lawton to fund activities by the Institute designed to encourage, promote and foster tourism and economic development in the City of Lawton, and authorize the Mayor and City Clerk to execute the Agreement.
5. Consider approving an Agreement between the Lawton Philharmonic Society, Inc., and the City of Lawton to fund activities by the Society designed to encourage, promote and foster tourism and economic development in the City of Lawton, and authorize the Mayor and City Clerk to execute the Agreement.
6. Consider approving an Agreement between the Lawton Community Theatre and the City of Lawton to fund activities by the Theatre designed to encourage, promote and foster tourism in the City of Lawton, and authorize the Mayor and City Clerk to execute the Agreement.
7. Consider approving an Agreement between the Lawton Heritage Association and the City of Lawton to fund activities by the Association designed to encourage, promote and foster tourism in the City of Lawton, and authorize the Mayor and City Clerk to execute the Agreement
8. Consider approving an Agreement between the Museum of the Great Plains Authority and the City of Lawton to fund activities by the Authority designed to encourage, promote and foster tourism and economic development in the City of Lawton, and authorize the Mayor and City Clerk to execute the Agreement.

9. Consider accepting the Elmer Thomas Park Lighting Improvement Project (PR2101) Phases I and II as constructed by Lee Construction & Maintenance Company dba LMC Corporation of Houston, TX.
10. Consider authorizing the use of 2019 CIP funding in an amount not to exceed \$400,000.00 for the installation of electrical improvements in Elmer Thomas Park to support concerts at the amphitheater stage area and additional lighting for the annual Holiday in the Park event.
11. Consider accepting the improvements recently completed by Lawton Boat Club upon property they lease from the Lawton Water Authority and the City of Lawton.
12. Consider declaring the land described as Lot 49 and the South 20 feet of Lot 50, Block 2, in the Subdivision of Blocks 6, 7, & 8 of Woodhouse Subdivision, as surplus property, authorizing sale by public auction, and setting a minimum bid of \$900 for the purchase price of the entire tract.
13. Consider approving a memorandum of understanding between the Cyril Police Department and the City of Lawton for the utilization of the Lawton Police Department's Training Facility to train new Cyril Police Officers in the Council of Law Enforcement and Training's Basic Academy (CLEET).
14. Consider rescinding the Franchise Agreement between the City of Lawton and Dobson Technologies.
15. Consider approving a Revocable Communications Cable Permit with Dobson Fiber for Phase 1 Zone 2 for 4,225 rods of fiber-optic cable and waive the construction fee and annual fees due as part of this permit.
16. Consider approving a Revocable Communications Cable Permit with Dobson Fiber for Phase 1 Zone 3 for 3,958 rods of fiber-optic cable and waive the construction fee and annual fees as part of this permit.
17. Consider approving a Right of Way Access Agreement between the City of Lawton and Dobson Technologies, Inc.
18. Consider approving Amendment No. 1 and Change Order No.1 for AE Construction, LLC on Project EN1707P1 2017 Ad Valorem Street and Roads Program (Residential) Phase I-A NW 40th Street and NW 24th Street.
19. Consider approving amendment No. 2 and amendment no. 3 to the contract for Right-Of-Way Acquisition Services - West Gore Blvd. (82nd St to 67th St) Project No. EN1208
20. Consider extending RFPCL20-023 Merchant Services to Tyler Technologies, Inc. of Yarmouth, ME for an additional year.

21. Consider awarding contract CL22-051 Redi-Mix Concrete to Bid #1, Southwest Ready Mix of Lawton, OK (primary), and Bid #2 Lawton Transit Mix of Lawton, OK (secondary).
22. Consider approving appointments to boards and commissions.

FISTA Development Trust Authority

Jay Burk- Mayoral Appointment
1415 NE Independence Avenue
Lawton, OK 73507
08/24/2025

BUSINESS ITEMS:

23. Receive a presentation and consider accepting the financial statements and audit report on the City of Lawton for fiscal year ended June 30, 2021, as presented by FORVIS, LLP (formerly BKD, LLP).

Cynthia Burns, Auditor for FORVIS, LLP, presented the audit to the council. She stated the City of Lawton has received an unmodified opinion. (The audit is on file in the City Clerk's office)

Mayor Booker stated it doesn't appear that there are areas of concern, and the citizens should be confident in the way that the City is doing business.

MOVED by Burk SECOND by Warren to accept the financial statements and audit report on the City of Lawton for fiscal year ended June 30, 2021. AYE: Hankins, Harris, Chapman, Burk, Hampton, Johnson, Warren. NAY: None. MOTION CARRIED.

24. Consider receiving a presentation from Water Technology, Inc. (WTI) regarding their evaluation of the City of Lawton's wading pools, and if necessary, making a recommendation to staff on next steps.

Robbie Hazelbaker, Project Director for Water Technology, Inc., presented an evaluation report on the City's wading pools. (Presentation is on file in the City Clerk's office)

Harris questioned who the primary users of pools were.

Mr. Hazelbaker stated they are used by all ages.

Hampton stated most of these wading pools are in his ward. He questioned if WTI did historical evaluations and does WTI build splash pad as well as other aquatic features.

Mr. Hazelbaker stated they do build splash pads.

Burk stated when they built the splash pad in Elmer Thomas Park they did not plan ahead, so Lawton Enhancement Trust Authority (LETA) came in and installed shades, tables and landscaping. He feels they need to increase the time the splash pad is open. He stated the

proposed stage in Shepler Park will also turn into a splash pad. He feels that wading pools are too much to maintain, and they are dangerous for small children. He is not surprised that people are not using our wading pools and main pool because they are not well maintained. We have always had major problems with our main pool. No one wants to get rid of pools, but no one wants to spend the money to replace those pools.

Cleghorn stated the ratio of people that visit the splash pad versus the pool is 12-1.

Dewayne Burk, Deputy City Manager, stated staff is aware of the condition of all our facilities and this report was not a surprise. He stated as they move forward with the Elmer Thomas Master Plan, they are looking to put together a conceptual design for a water park to expand the existing splash pad and incorporate some of the things that were discussed in this report. They are already looking at expanding the playground and it really fits in that area to bring it together. He stated Halff and Associates are working on the Elmer Thomas Master Plan, and they will be bringing it back to council at a later date.

Mayor Booker questioned if there was any recommendation for an aquatics master plan.

Burk stated there is not an aquatics master plan in the process. Based on the condition of the wading pools, he would hate to remove them without replacing them with something else. Staff would recommend that they replace the wading pools with a smaller splash pads. He would hate to take that amenity away from those neighborhoods.

Mayor Booker questioned if there was anything in the big master plan concerning overall aquatic needs.

D. Burk stated in the survey there was significant interest in improving the aquatics across the city. He did not realize it was a pool for every 30,000 people. There was some discussion in the master plan about improving our aquatics.

Burk stated the splash pad in Elmer Thomas Park is designed to be doubled at some point. The plumbing is there. He stated they can fix up the other splash pads with shade structures and decorative gates.

Harris questioned if they took into consideration the pool at the YMCA and Cameron when they looked at the numbers.

Mr. Hazelbaker stated yes, although he did not get to see the YMCA. He stated there is also pools on base at Fort Sill.

Harris stated there are two water facilities on base.

Mr. Hazelbaker stated he is working on a pool in Colorado with Kiwanis, so they might look at partnerships.

D. Burk requested the cost if they replace the wading pools with splash pads.

Mr. Hazelbaker stated they would have to look at the ground to make sure it doesn't move and consider a flow through system. He stated they are looking at \$50,000 to remove the old one and spend \$225,000 to \$300,000, but you could use floor sprays and knock the cost down.

Warren stated the structure on those wading pools needs to stay, but there is nothing that says that structure has to be a wading pool. It could easily be a butterfly garden or something of that nature. It is extremely expensive to repair them and make them usable as well as make them ADA accessible. Once you change them they are not period pieces anymore. They should think about reusing them as something else and building a splash pad or some other type of facility in that same area.

COL Peay stated they have three community centers with pools that are heavily used. He knows of one splash pad. He feels the Lawton community would really enjoy more facilities.

Mayor Booker stated those facilities on Fort Sill are open to the residents of Fort Sill and military related residents of the area.

COL Peay stated the three community centers are open to residents on Fort Sill.

Mayor Booker stated we need to keep in mind that there are 77,000 people in the city limits that are not on Fort Sill, but some do have Fort Sill privileges, so using 93,000 is not the number when we are calculating what we need, so we don't get overwhelmed with a need that Fort Sill is supplying to a part of our population.

D. Burk stated we are at the point where we need to decide on what we are going to do with these facilities and just to repair Maddie Beal Park will be in excess of \$1 million, whereas to construct a new one would cost \$1.8 to \$2 million. He felt it was important to bring to council the big picture of what staff is dealing with. It feels that they are putting good money after bad.

Mayor Booker stated it sounds like an aquatics master plan is needed.

Cleghorn stated staff just needs direction from the council along with funding and they can make it happen.

Hampton stated he has been working to preserve some of our historical properties and if those wading pools are not deemed historical then they can tear them out, but he feels it is prudent to allow the state historical society to come down in August and inventory and evaluate these pools. He stated they keep bringing this issue up every year and they just need to decide. He stated the citizens in his ward like those pools. He does not oppose a splash pad for the area, but why does it have to be "tear those out". He feels they are discussing that option a little premature. Let OKSHPO come down and evaluate our historical properties because we don't want to look in retrospect and say we should have done something before. This presentation was fantastic, and he feels the parks master plan should go on, but he does think we should let them come down and evaluate and inventory and look at those wading pools. If we become an historically designated city, with that we would be able to get outside money coming into our city from the

federal and state level to preserve the historical properties that are in our city. That would take care of all those costs. He feels they need to give this issue a month.

MOVED by Hampton SECOND by Burk to table this item until OKSHPO has an opportunity to come and inventory the property and issue a report and direct staff to work and accommodate OKSHPO's process.

Warren stated he does not think we should ever tear those pools out, but he feels they will end up being repurposed. He questioned if it would come to council before anything is placed on the national historic register. He has a problem with doing that if it is not clear as to what we have to do with the property.

Hampton stated their purpose is to make a recommendation. He feels they need to be patient enough to allow some actual studies to be done on those pools.

Chapman questioned how long it will take to get a report from OKSHPO.

Hampton stated they have said that we qualify for that designation, and they are going to be telling us what the next steps are. Once we get that designation and they come down for the inventory, they will give us options on what we can do and the monies that are available.

Mayor Booker stated he likes the idea of understanding what we need to do city wide with the conceptual plan for Shepler Park, with what we have for Lee West, as soon as they get one for Elmer Thomas Park and if they get an aquatics master plan, he feels they will be ready to make some decisions by the first of the year. He questioned when they will receive the Elmer Thomas Master Plan.

Cleghorn stated they do not have a date, but they can contact Halff and Associates.

Mayor Booker stated they need to tell them that the council wants to make a decision by the first of the year and they are ready to move on all of these. He would like to discuss what they need to do aquatics wise in the city, considering the services that are available on Fort Sill to many of our citizens.

Burk stated they need to look at what people want. If everyone wants to just go to Elmer Thomas Park, then everything should go there. He feels they need to have things on the east side and the west side so people can go to things closer to their home. He stated Lee West Park and Eastside Park would be great places for splash pads. He does not want this to drag on forever.

Mayor Booker stated that the motion just slows down any action on the wading pools, it doesn't keep them from doing other things associated with aquatics.

Burk suggested they amend the motion to just talk about the wading pools, and then they can move on and start working on the other issues.

Warren suggested they table for 90 days which will give them time to get the report in from the state and staff can check on the amount of time needed for an aquatic study.

D. Burk stated they can put together an aquatics master plan and incorporate the state's report and bring back one plan. He stated they would have to reach out to Halff or WTI and they would be the ones we would rely on to establish what that will look like. It would go through the process like all the other plans and staff would bring back an all-encompassing plan of what it looks like.

Mayor Booker questioned if they could have this by late fall.

Mr. Hazelbaker stated they could have something by the end of November.

Hampton stated he does not want all this historical stuff lost in the mix. He questioned if WTI had contacts with OKSHPO.

Mr. Hazelbaker stated no.

Hampton stated OKSHPO will need to do the evaluation, not WTI. We have to set ourselves up as a designated city first, that agreement is with the City.

Burk stated he feels they need to separate the two things and move forward and try to get a plan together by November.

Mayor Booker stated the motion tables any action with the wading pools and directs staff to work with OKSHPO and if someone will tag on to direct staff to move forward with an aquatics plan.

Hampton stated he will amend his motion.

Harris questioned if it is possible to have splash pads done by next summer.

Mr. Hazelbaker stated it would be possible. The biggest problem is getting product right now.

Harris questioned if there would be any repurposing or recycling if these wading pools turn out to be historical.

Mr. Hazelbaker stated they won't know exactly until they visit with staff.

Hankins stated if the wading pools are a safety issue, then no matter who dedicated them, she does not think you want children using the pools if they are not appropriately safe.

Hampton stated they can be repaired, but it will be very costly.

MOVED by Hampton SECOND by Burk to table the items associated with the wading pools, direct staff to work with OKSHPO and direct staff to work towards a master plan for aquatics. AYE: Hankins, Harris, Chapman, Burk, Hampton, Warren. NAY: None. MOTION CARRIED.

25. Consider a request to waive requirements for permits and fees for residential (garage) sale permits for City-wide Garage sales scheduled for the month of July 2022 and allow the residences to hold the residential sale for up to 5 days, in order to promote citizen participation in the event.

Janet Smith, Community Services Director, stated License & Permits staff has had a request to waive the residential Garage Sale permit fee for two City-wide Garage Sales, being promoted by the Facebook group called “The Lawton Grapevine”. The dates planned are July 20-24 for the East side of Lawton and July 27-31 for the West side of Lawton. The permit fee set by ordinance is \$5.75 per residence and states that each residential sale be no more than 3 days and does not exceed 4 times a year with a minimum of 30 days between sales. She stated they received the notice after everything was planned, and staff offered to bring the request to the council to consider waiving the permit. She stated they have had several citizens come in and get their permit, but there is another event scheduled for next week.

Mayor Booker stated the agenda item states that staff is recommending approval.

Smith stated it is up to the council.

MOVED by Burk SECOND by Harris to waive requirements for permits and fees for residential (garage) sale permits for City-wide Garage sales scheduled for the month of July 2022 and allow the residences to hold the residential sale for up to 5 days.

Warren stated we can’t tell people that they don’t have to pay sales tax because as he understands it, you have to pay taxes on garage sale profits. We do not have the ability to forgive that.

Smith stated there is a state law that does require sales tax, however, tax attorneys have said that if you sell something at a loss, no sales tax is due. There is a sales tax form that goes along with the permit so you can report sales tax back to us.

Ratliff stated he is not going to issue any legal advice on that topic.

Hankins questioned how this will work.

Krista Ratliff, Lawton-Fort Sill Chamber of Commerce, stated there is a system set up at the chamber with a data base of the participating addresses. She stated they are advertising through social media and other outlets.

Cleghorn stated he does not want to see a lot of left-over material being set out on the curb. They need to time this next year where the bulk pick up is scheduled for the following week. He also felt that three-day allowance was enough.

VOTE ON MOTION: AYE: Hankins, Harris, Chapman, Burk, Hampton, Warren. NAY: None.
MOTION CARRIED.

26. Consider discussing the upkeep and routine maintenance of City parks and making a recommendation to staff regarding the Adopt-A-Park program and the outsourcing of park maintenance.

D. Burk updated the council on park maintenance and the challenges they are facing with respect to maintaining the parks. He stated the addition of ten park employees would be a drastic improvement.

Mayor Booker questioned why they would not want to implement an Adopt-A-Park program.

Burk stated that LETA came up with the local Adopt-A-Park program and the problem they ran into was that the City did not back the program and did not take care of our part.

D. Burk stated they are currently taking inventory and making corrections.

Hampton suggested they offer incentives to citizens.

Warren stated he supports the program.

Christine James, Parks and Recreation Director, stated they are having a company come in to evaluate the playground equipment. They are looking at a buyback program.

Mayor Booker questioned if adding ten employees would change the budget that was recently approved.

Cleghorn stated no, he will have to find ten positions in the current budget. Ten additional employees would be approximately \$500,000.

Hampton questioned the possibility of outsourcing the grass cutting.

Cleghorn stated traditionally right of way maintenance is not done by parks and recreation, it is done by streets, who does not have enough personnel. He stated they tackle this problem with a combination of personnel and outsourcing. He stated all the mowing being outsourced is close to \$900,000.

Burk stated economic and industrial development comes with beautification. He stated we are going to have to pay the money to get this done. He stated sometimes it costs us more to employ a person and we need to look at all of that. These companies bring their own equipment, and we don't have to maintain it. He feels it is a much cleaner deal to have a private contractor and it works.

Warren stated he supports hiring contractors, but it is difficult if you have to start doing it again because you will have no equipment.

Mayor Booker questioned how long it will be before staff brings back recommendations on trimming down our park properties.

D. Burk stated they plan on hosting public meetings in August for citizens to come and talk about their parks. He stated because of code we ended up with some property that was not suitable for a park. He feels that staff will have something ready this fall.

Burk suggested staff bring some of this back to LETA and get some signage out.

MOVED by Chapman SECOND by Harris to direct staff to establish a plan to identify park areas where maintenance can be outsourced, reestablish the Adopt-A-Park program, add up to ten additional park maintenance personnel and identify parks that can be repurposed in order to reduce the number of acres the city maintains. AYE: Hankins, Harris, Chapman, Burk, Hampton, Warren. NAY: None. MOTION CARRIED.

27. Discuss the idea of a “Do Not Litter” and “Bag & Tie” campaign and directing staff accordingly.

Chapman stated it is important for the City to promote beautification and have some type of a public relations campaign to remind people to not litter and bag and tie. She feels this would be a good start and there is money in the CIP for beautification.

Mayor Booker stated if staff moves quickly on this they can have it implemented by winter which is when we see all the blowing litter. Reminding people to have pride in their community is important.

MOVED by Chapman SECOND by Warren to direct staff to bring back a proposal to start a public relations campaign on “Do Not Litter” and “Bag & Tie. AYE: Hankins, Harris, Chapman, Burk, Hampton, Warren. NAY: None. MOTION CARRIED.

28. Consider approving an ordinance, including any floor amendments related thereto, pertaining to Personnel Policies and Procedures; amending Section 17-3-4-351, Division 17-3-4, Article 17-3, Chapter 17, Lawton City Code, 2015 by amending the provisions pertaining to reemployment of retirees in the retirement system set forth in Division 17-3-4 to remove certain restrictions concerning the reemployment of retirees and clarify that no deductions for retirement contributions to this retirement system shall be made from the compensation received by such retiree with respect to their reemployment; providing for severability and establishing an effective date.

Craig Akard, Human Resources Director, stated the proposed amendment clarifies that retirees from the retirement system set forth in Division 17-3-4 of City Code Chapter 17 who are eligible for reemployment with the City shall have no deductions for retirement contributions to the Division 17-3-4 retirement system made from the compensation they receive with respect to their reemployment. The amendment also removes certain restrictions concerning the reemployment of retirees.

Warren clarified that retirees could come back, and we will not contribute to their retirement with the new wages.

Akard stated they cannot use their new wages for their old retirement pension system pay into their new system. They have to join the new retirement system.

MOVED by Warren SECOND by Harris to adopt **Ordinance 22-20**, waive the reading of the ordinance, read the title only and establishing an effective date of thirty days after passage AYE: Hankins, Harris, Chapman, Burk, Hampton, Warren. NAY: None. MOTION CARRIED.

(Title read by City Attorney)

Ordinance 22-20

AN ORDINANCE AMENDING PERSONNEL POLICIES AND PROCEDURES SECTION 17-3-4-351, DIVISION 17-3-4, ARTICLE 17-3, CHAPTER 17, LAWTON CITY CODE, 2015 BY AMENDING THE PROVISIONS PERTAINING TO REEMPLOYMENT OF RETIREES IN THE RETIREMENT SYSTEM TO REMOVE CERTAIN RESTRICTIONS CONCERNING THE REEMPLOYMENT OF RETIREES AND CLARIFY THAT NO DEDUCTIONS FOR RETIREMENT CONTRIBUTIONS TO THIS RETIREMENT SYSTEM SHALL BE MADE FROM THE COMPENSATION RECEIVED BY SUCH RETIREE WITH RESPECT TO THEIR REEMPLOYMENT, PROVIDING FOR SEVERABILITY AND ESTABLISHING AN EFFECTIVE DATE.

STAFF REPORTS:

Janet Smith, Community Services Director, reported on the approved funding from the Oklahoma Department of Transportation to be used by the Lawton Metropolitan Planning Organization to update the 2030 Land Use Plan to the 2050 Land Use Plan.

The Mayor and Council convened in executive session at 4:15 p.m. and reconvened in regular, open session at 4:48 p.m. Roll call reflected all members present.

EXECUTIVE SESSION ITEMS:

29. Pursuant to Section 307B.4, Title 25, Oklahoma Statutes, consider convening in executive session to discuss the pending damage claim of Kent Jackson, personal representative of the Estate of Israel Williams and, if necessary, take appropriate action in open session.

MOVED by Burk SECOND by Warren to direct the city attorney to enter into negotiations to see if a settlement can be reached with the understanding that any tentative settlement will be brought back to council for ratification. AYE: Hankins, Harris, Chapman, Burk, Hampton, Warren. NAY: None. MOTION CARRIED.

There being no further business to consider, the meeting adjourned at 4:49 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 #: 22-481

Agenda Date: 8/9/2022

Agenda No: 2.

ITEM TITLE:

Consider the following damage claim recommended for approval: Brandi and Kyle Christensen in the reduced amount of \$14,232.13.

INITIATOR: City Attorney, John Ratliff

STAFF INFORMATION SOURCE: Assistant City Attorney, Chris Hall

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

Brandi and Kyle Christensen: Claim in the amount of \$14,232.13 for vehicle damage

EXHIBIT: Legal Opinion/Recommendation

KEY ISSUES: N/A

FUNDING SOURCE: N/A


STAFF RECOMMENDED COUNCIL ACTION: Approve the claim listed above.



OFFICE OF THE CITY ATTORNEY

CLAIMS MEMORANDUM #DC-2022-016

TO: Mayor and Council

FROM: Chris Hall 
Assistant City Attorney

DATE: July 18, 2022

MEETING: August 9, 2022

RE: Damage claim of
Brandi Butler-Christensen and Kyle Christensen
4305 SW Brandon Lane
Lawton, Oklahoma 73505

Submitted in the amount of \$14,726.69 on May 20, 2022

RECOMMENDATION: Approval in the reduced amount of \$14,232.13

BASIS OF CLAIM: Claimants, Brandi and Kyle Christensen, are the owners of a 2018 Ford Expedition that was being driven by Brandi Butler-Christensen on May 14, 2022. Claimants allege Brandi was behind a fire truck at a stop sign at 17th and F Avenue, when a LATS bus was trying to make a turn and the fire truck backed up to give it more room and struck the front end of their Expedition. Claimants have submitted a final invoice for repair in the amount of \$13,282.52 from Billingsley Ford. An invoice from Enterprise Rental car in the amount of \$949.61, and a booster seat in the amount of \$67.90. Total amount of claim is \$14,300.03.

DATE OF DAMAGE: May 14, 2022

FACTS: According to the Official Oklahoma Traffic Collision report, on May 14, 2022, a City of Lawton, Fire Truck (unit 1), was stopped at a stop sign at 17th & F Avenue heading westbound when a LATS bus was turning eastbound on SW F Avenue from traveling southbound on 17th Street. The Fire Truck driver advised he backed up to give the bus more room to turn, which resulted in the rear of the fire truck colliding into the front of Unit 2, the Claimant's 2018 Ford Expedition driven by Brandi Butler-Christensen. The report states that the unsafe/unlawful contributing factors to the accident was the City of Lawton vehicle backing improperly.

LEGAL BASIS FOR APPROVAL OF CLAIM: A municipality's tort liability is governed by the Oklahoma Governmental Tort Claims Act (GTCA), 51 O.S. § 151 *et seq.* A tort is a legal wrong, independent of contract, involving violation of a duty imposed by general law, statute, the Constitution of the State of Oklahoma, or otherwise, resulting in a loss to any person, association or corporation as the proximate result of an act or omission of a political subdivision or the state or an employee acting within the scope of employment. 51 O.S. § 152 (17).

Under the GTCA, a municipality is liable for its torts or the torts of its employees acting within the scope of their employment, subject to the limitations of the GTCA, and only in matters where a private person or entity would be liable for damages under the laws of the State. 51 O.S. § 153 (A) & (B).

Generally, a person is guilty of negligence and liable for damages when the person (1) owes a duty of care to a plaintiff, (2) the person breaches that duty, and (3) the breach was the proximate cause of the plaintiff's injury. *Kamphaus v. Town of Granite*, 2022 OK 46, ¶ 8; *Miller v. David Grace, Inc.*, 2009 OK 49, ¶ 11.


As to the duty of care in this situation, Oklahoma motorists must exercise ordinary care in keeping a lookout consistent with the safety of other vehicles, property, and persons. *Rosamond v. Reed Roller Bit Co.*, 292 P.2d 373 (Okla. 1955); *Townley's Dairy v. Creech*, 476 P.2d 79 (Okla. 1970). Ordinary care is defined in Oklahoma Statutes, Title 25, Section 4 and further explained in the Oklahoma Uniform Civil Jury Instructions Section 9.3 as "the care which a reasonably careful person would use under the same or similar circumstances." Title 25 O.S. Section 4 and the Oklahoma Uniform Civil Jury Instructions Section 9.2 define negligence as the failure to exercise ordinary care to avoid injury to another's person or property.

This office recommends approval of this claim because in this instance:

1. The City employee could be found to have breached his duty of care, and that breach of duty may constitute negligence for which the City could be held liable.

The reduced amount was determined based on the actual amount of the Billingsley Ford invoice, which was \$13,282.52 and the actual receipts from Enterprise Rental Car in the amount of \$949.61. It is not recommended that the City pay for the car seat. The car seat was not occupied and due to the low impact, the car seat would not have sustained any damage.

CHRIS HALL
DEPUTY CITY ATTORNEY


Mincie Beamesderfer, CLA
Claims Investigator

RESOLUTION NO. 22-_____

A RESOLUTION AUTHORIZING AND DIRECTING THE CITY ATTORNEY TO ASSIST KYLE CHRISTENSEN AND BRANDI BUTLER-CHRISTENSEN IN FILING A FRIENDLY SUIT IN THE DISTRICT COURT OF COMANCHE COUNTY, OKLAHOMA, AGAINST THE CITY OF LAWTON; AND AUTHORIZING THE CITY ATTORNEY TO CONFESS JUDGMENT THEREIN IN THE REDUCED AMOUNT OF FOURTEEN THOUSAND TWO HUNDRED THIRTY-TWO AND 13/100 DOLLARS (\$14,232.13).

WHEREAS, on May 14, 2022, a vehicle accident occurred, causing damage in the alleged amount of \$14,726.69, as stated in their claim, which was filed with the City Clerk against the City of Lawton on May 20, 2022; and,

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

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Lawton, Oklahoma, that the City Attorney is hereby authorized and directed to assist Kyle Christensen and Brandi Butler-Christensen in bringing suit in the District Court of Comanche County, Oklahoma, against the City of Lawton and to confess judgment therein in the reduced amount of Fourteen Thousand Two Hundred Thirty-Two and 13/100 Dollars (\$14,232.13); and further, **BE IT RESOLVED** that the Mayor and City Clerk are hereby authorized to execute a written Warrant of Attorney directing the City Attorney to confess judgment against the City in said amount.

ADOPTED and **APPROVED** by the Council of the City of Lawton this 9th day of August, 2022.

STANLEY BOOKER, MAYOR

ATTEST:

TRACI L. HUSHBECK, CITY CLERK

APPROVED as to form and legality this 27 day of July, 2022.



CHRIS HALL
ASSISTANT CITY ATTORNEY

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

KNOW ALL MEN BY THESE PRESENTS:

That on August 9, 2022, by Resolution, the City Council of the City of Lawton, directed the City Attorney of the City of Lawton to waive the service of summons, to make a general appearance and to confess judgment in the District Court of Comanche County case to be styled:

KYLE CHRISTENSEN AND BRANDI BUTLER-CHRISTENSEN vs.

CITY OF LAWTON, OKLAHOMA

CASE NO. CJ-2022-

in the amount of \$14,232.13.

Said Resolution further directed the Mayor and City Clerk of the City of Lawton to execute this Warrant, and the execution of said Warrant by the Mayor and the attestation by the Clerk of the City of Lawton thereby authorized the City Attorney to confess aforesaid judgment in the reduced amount of Fourteen Thousand Two Hundred Thirty-Two and 13/100 Dollars (\$14,232.13).

Dated this 9th day of August, 2022.

STANLEY BOOKER, MAYOR

ATTEST:

TRACI L. HUSHBECK, City Clerk

APPROVED as to form and legality this 27 day of July, 2022.



CHRIS HALL
ASSISTANT CITY ATTORNEY



City of Lawton

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

Commentary

File #: 22-482

Agenda Date: 8/9/2022

Agenda No: 3.

ITEM TITLE:

Consider the following damage claim recommended for denial: Roberta Vowell on behalf of McArthur Park Townhouse Association in the amount of \$60.00.

INITIATOR: City Attorney, John Ratliff

STAFF INFORMATION SOURCE: Assistant City Attorney, Chris Hall

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

Roberta Vowell: Claim in the amount of \$60.00 for property damage

EXHIBIT: Legal Opinion/Recommendation

KEY ISSUES: N/A

FUNDING SOURCE: N/A


STAFF RECOMMENDED COUNCIL ACTION: Deny the claim listed above.



OFFICE OF THE CITY ATTORNEY

CLAIMS MEMORANDUM #DC-2022-018

TO: Mayor and Council

FROM: Chris Hall 
Assistant City Attorney

DATE: July 19, 2022

MEETING: August 9, 2022

RE: Damage claim of
Roberta Vowell
4500 NE Arlington Avenue
Lawton, Oklahoma 73507

Submitted in the amount of \$60.00 on May 31, 2022

RECOMMENDATION: Approval in the amount of \$60.00

BASIS OF CLAIM: Claimant, Roberta Vowell on behalf of the Macarthur Park Townhouse Association, 4500 NE Arlington Avenue, has filed a claim for damage to a fence on the east end of NE Arlington Avenue, after a police officer struck the fence with his police unit after suffering a medical emergency. Ms. Vowell has submitted an estimate in the amount of \$60.00 to repair the fence.

DATE OF DAMAGE: May 30, 2022

FACTS: According to the Official Oklahoma Traffic Collision report, on May 30, 2022, a City of Lawton police officer was traveling east bound on NE Arlington and suffered a medical emergency and struck a curb and then the wooden fence. The driver was transported by Emergency Medical Services to Comanche County Memorial Hospital with a life threatening medical issues.

LEGAL BASIS FOR DENIAL OF CLAIM: A municipality's tort liability is governed by the Oklahoma Governmental Tort Claims Act (GTCA), 51 O.S. § 151 *et seq.* A tort is a legal wrong, independent of contract, involving violation of a duty imposed by general law, statute, the Constitution of the State of Oklahoma, or otherwise, resulting in a loss to any person, association or corporation as the proximate result of an act or omission of a political subdivision or the state or an employee acting within the scope of employment. 51 O.S. § 152 (17).

Under the GTCA, a municipality is liable for its torts or the torts of its employees acting within the scope of their employment, subject to the limitations of the GTCA, and only in matters where a private person or entity would be liable for damages under the laws of the State. 51 O.S. § 153 (A) & (B).

Generally, a person is guilty of negligence and liable for damages when the person (1) owes a duty of care to a plaintiff, (2) the person breaches that duty, and (3) the breach was the proximate cause of the plaintiff's injury. *Kamphaus v. Town of Granite*, 2022 OK 46, ¶ 8; *Miller v. David Grace, Inc.*, 2009 OK 49, ¶ 11.

As to the duty of care in this situation, Oklahoma motorists must exercise ordinary care in keeping a lookout consistent with the safety of other vehicles, property, and persons. *Rosamond v. Reed Roller Bit Co.*, 292 P.2d 373 (Okla. 1955); *Townley's Dairy v. Creech*, 476 P.2d 79 (Okla. 1970). Ordinary care is defined in Oklahoma Statutes, Title 25, Section 4 and further explained in the Oklahoma Uniform Civil Jury Instructions Section 9.3 as "the care which a reasonably careful person would use under the same or similar circumstances." Title 25 O.S. Section 4 and the Oklahoma Uniform Civil Jury Instructions Section 9.2 define negligence as the failure to exercise ordinary care to avoid injury to another's person or property.


However, Oklahoma recognizes the affirmative defense of unavoidable accident by reason of incapacitating illness or unconsciousness. *Bowers v. Wimberly*, 1997 OK 24, ¶8. There, the Oklahoma Supreme Court explained that an unforeseeable sudden incapacitating illness or unconsciousness is a defense to negligence. In its discussion of the matter, the Court cited the prior case of *Parker v. Washington*, which quoted "the often-quoted section from Annotation, 28 A.L.R.2d 35", that says:

By the great weight of authority, an operator of a motor vehicle, who, while driving, becomes suddenly stricken by a fainting spell or loses consciousness from an unforeseen cause, and is unable to control the vehicle, is not chargeable with negligence or gross negligence. Stated differently, fainting or momentary loss of consciousness while driving is a complete defense to an action based on negligence *if such loss of consciousness was not foreseeable*. (emphasis added).

Parker v. Washington, 1997 OK 24, ¶9.

Here, the sudden incapacitating illness suffered by the officer while driving was unforeseeable. Therefore, the officer was not negligent under Oklahoma law, and the City is not liable for the damage that resulted. This office recommends denial of this claim.

CHRIS HALL
DEPUTY CITY ATTORNEY


Mincie Beamesderfer, CP
Claims Investigator

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City of Lawton

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

Commentary

File #: 22-474

Agenda Date: 8/9/2022

Agenda No: 4.

ITEM TITLE:

Consider adopting a resolution approving the joint petition settlement and making payment in the worker's compensation claim of former employee, Stephanie Crawford.

INITIATOR: Assistant City Attorney, Christopher Hall

STAFF INFORMATION SOURCE: Assistant City Attorney, Christopher Hall

BACKGROUND: This matter involves the workers' compensation claim of Stephanie Crawford, former Police Officer with the City of Lawton. Crawford alleges injury to her lower back, which occurred on January 4, 2019. Settlement has been reached, subject to City Council approval, with the claimant agreeing to accept the City's offer of \$20,000, including \$4,000.00 in attorney's fees. It was the opinion of the City's Workers' Compensation Attorney that the award was consistent with the medical evidence.

EXHIBIT: Resolution No. 2022-

KEY ISSUES: N/A

FUNDING SOURCE: Sinking Fund

STAFF RECOMMENDED COUNCIL ACTION: Adopt a resolution approving the joint petition settlement and making payment in the pending workers' compensation claim of former employee, Stephanie Crawford.

RESOLUTION NO. 2022-

A RESOLUTION APPROVING THE JOINT PETITION SETTLEMENT AND MAKING PAYMENT OF THE SETTLEMENT IN THE WORKERS' COMPENSATION CASE OF STEPHANIE CRAWFORD FOR THE AMOUNT OF TWENTY THOUSAND AND NO/100 DOLLARS (\$20,000.00) INCLUDING AN ATTORNEY'S FEE PAYMENT IN THE AMOUNT OF FOUR THOUSAND AND NO/100 DOLLARS (\$4,000.00), AND FILING A FOREIGN JUDGMENT IN THE DISTRICT COURT OF COMANCHE COUNTY FOR PURPOSE OF PLACING SAID JUDGMENT ON THE TAX ROLLS.

WHEREAS, Stephanie Crawford has filed an injury claim with the Workers' Compensation Commission for disability benefits as a result of injury to her lower back, which occurred January 4, 2019, while on duty as a police officer for the City of Lawton, Police Department; and,

WHEREAS, a Joint Petition Settlement has been reached in the amount of Twenty Thousand and No/100 Dollars (\$20,000.00), including an attorney's fee payment in the amount of Four Thousand and No/100 Dollars (\$4,000.00); and,

WHEREAS, the amount due to Stephanie Crawford will be Twenty Thousand and No/100 Dollars (\$20,000.00), including an attorney's fee payment in the amount of Four Thousand and No/100 Dollars (\$4,000.00).

NOW THEREFORE, BE IT RESOLVED by the Council of the City of Lawton, that the City Council approves the Joint Petition Settlement and filing of a foreign judgment for purposes of placing said judgment on the tax rolls and making payment of Twenty Thousand and No/100 Dollars (\$20,000.00), including an attorney's fee payment in the amount of Four Thousand and No/100 Dollars (\$4,000.00), in the workers' compensation case of Stephanie Crawford.

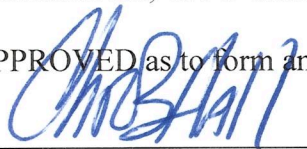
PASSED and APPROVED by the Mayor and Council of the City of Lawton, Oklahoma this 9th day of August, 2022.

STANLEY BOOKER, MAYOR

ATTEST:

TRACI HUSHBECK, CITY CLERK

APPROVED as to form and legality this ____ of July, 2022.



CHRISTOPHER J. HALL
ASSISTANT CITY ATTORNEY



City of Lawton

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

Commentary

File #: 22-473

Agenda Date: 8/9/2022

Agenda No: 5.

ITEM TITLE:

Consider adopting a resolution approving the compromise settlement and making payment in the workers' compensation claim of former employee, Stephanie Crawford.

INITIATOR: Assistant City Attorney, Christopher Hall

STAFF INFORMATION SOURCE: Assistant City Attorney, Christopher Hall

BACKGROUND: The matter involves the workers' compensation claim of Stephanie Crawford, former Police Officer with the Lawton Police Department. Crawford alleges cumulative hearing loss with an awareness date of February 1, 2012. Settlement has been reached, subject to City Council approval, with the claimant agreeing to accept the City's offer of \$10,000.00, including \$2,000.00 as attorney's fee. It was the opinion of the City's Workers' Compensation attorney that the award was consistent with the medical evidence.

EXHIBIT: Resolution No. 2022-

KEY ISSUES: N/A

FUNDING SOURCE: Sinking Fund

STAFF RECOMMENDED COUNCIL ACTION: Adopt a resolution approving the compromise settlement and making payment in the pending workers' compensation claim of former employee, Stephanie Crawford.

RESOLUTION NO. 2022-

A RESOLUTION APPROVING THE NEGOTIATED COMPROMISE SETTLEMENT AND MAKING PAYMENT OF THE SETTLEMENT IN THE WORKERS' COMPENSATION CASE OF STEPHANIE CRAWFORD FOR THE AMOUNT OF TEN THOUSAND AND NO/100 DOLLARS (\$10,000.00), INCLUDING AN ATTORNEY'S FEE PAYMENT IN THE AMOUNT OF TWO THOUSAND AND NO/100 DOLLARS (\$2,000.00), AND FILING A FOREIGN JUDGMENT IN THE DISTRICT COURT OF COMANCHE COUNTY FOR PURPOSE OF PLACING SAID JUDGMENT ON THE TAX ROLLS.

WHEREAS, Stephanie Crawford has filed an injury claim with the Workers' Compensation Court of Existing Claims for disability benefits as a result of cumulative hearing loss, while on duty as a Police Officer for the City of Lawton's Police Department; and,

WHEREAS, a Compromise Settlement has been reached in the amount of Ten Thousand and No/100 Dollars (\$10,000.00), including an attorney's fee payment in the amount of Two Thousand and No/100 Dollars (\$2,000.00); and,

WHEREAS, the amount due to Stephanie Crawford will be Ten Thousand and No/100 Dollars (\$10,000.00), including an attorney's fee payment in the amount of Two Thousand and No/100 Dollars (\$2,000.00).

NOW THEREFORE, BE IT RESOLVED by the Council of the City of Lawton, that the City Council approves the Compromise Settlement and filing of a foreign judgment for purposes of placing said judgment on the tax rolls and making payment of Ten Thousand and No/100 Dollars (\$10,000.00), including an attorney's fee payment in the amount of Two Thousand and No/100 Dollars (\$2,000.00), in the workers' compensation case of Stephanie Crawford.

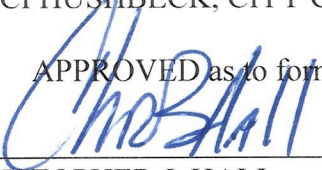
PASSED and APPROVED by the Mayor and Council of the City of Lawton, Oklahoma this 9th day of August, 2022.

STANLEY BOOKER, MAYOR

ATTEST:

TRACI HUSHBECK, CITY CLERK

APPROVED as to form and legality this _____ of July, 2022.



CHRISTOPHER J. HALL
ASSISTANT CITY ATTORNEY



City of Lawton

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

Commentary

File #: 22-469

Agenda Date: 8/9/2022

Agenda No: 6.

ITEM TITLE:

Consider adopting a resolution ratifying the action of the City Attorney and the City Manager in making payment on the judgment in the Workers' Compensation case of Matthew McKinney in the Oklahoma Workers' Compensation Commission, Case No. CM3-2019-04511A.

INITIATOR: Assistant City Attorney, Christopher Hall

STAFF INFORMATION SOURCE: Assistant City Attorney, Christopher Hall

BACKGROUND: This matter involves the Workers' Compensation claim of Matthew McKinney, Firefighter with the Lawton Fire Department, who alleges injury to his lumbar spine (lower back) with date of injury as April 20, 2018. On July 15, 2022, Administrative Law Judge P Blair McMillin of the Oklahoma Workers' Compensation Commission entered an Order awarding Matthew McKinney 5% permanent partial disability to the lumbar spine, in the total amount of \$5,652.50, including \$1,130.50 as attorney's fee. It was the opinion of the City's Workers' Compensation attorney that the award was consistent with the medical evidence and there is no salient basis for an appeal. Due to the Workers' Compensation Commission having previously expressed concerns regarding cities holding judgments pending review by City Councils, it was the opinion of the City Attorney the judgment should be paid to protect the City's own-risk status.

EXHIBIT: Resolution 22-

KEY ISSUES: N/A

FUNDING SOURCE: Sinking Fund

STAFF RECOMMENDED COUNCIL ACTION: Adopt a resolution ratifying the action of the City Attorney and the City Manager in making payment of the judgment in the Oklahoma Workers' Compensation Commission case of Matthew McKinney, Case No. CM3-2019-04511A.

RESOLUTION NO. 2022-_____

A RESOLUTION RATIFYING THE ACTIONS OF THE CITY ATTORNEY AND THE CITY MANAGER IN MAKING PAYMENT IN THE WORKERS' COMPENSATION CASE OF MATTHEW MCKINNEY FOR THE JUDGMENT OF FIVE THOUSAND SIX HUNDRED FIFTY-TWO AND 50/100 DOLLARS (\$5,652.50), INCLUDING AN ATTORNEY'S FEE PAYMENT IN THE AMOUNT OF ONE THOUSAND ONE HUNDRED THIRTY AND 50/100 DOLLARS (\$1,130.50); AND FILING A FOREIGN JUDGMENT IN THE DISTRICT COURT OF COMANCHE COUNTY FOR PURPOSE OF PLACING SAID JUDGMENT ON THE TAX ROLLS. PER ORDER OF THE WORKERS' COMPENSATION COMMISSION.

WHEREAS, Matthew McKinney has filed an injury claim with the Workers' Compensation Commission for permanent partial disability for injury to the lumbar spine (back) with a date of injury of April 20, 2018, while on duty as Firefighter for the City of Lawton, Fire Department; and,

WHEREAS, judgment was entered by the Workers' Compensation Commission on July 15, 2022, in the total amount of Five Thousand Six Hundred Fifty-Two and 50/100 Dollars (\$5,652.50), including an attorney's fee payment in the amount of One Thousand One Hundred Thirty and 50/100 Dollars (\$1,130.50); and,

WHEREAS, the amount due to Matthew McKinney will be Five Thousand Six Hundred Fifty-Two and 50/100 Dollars (\$5,652.50), including an attorney's fee payment in the amount of One Thousand One Hundred Thirty and 50/100 Dollars (\$1,130.50); and,

WHEREAS, the City Attorney and the City Manager agreed to make payment of the judgment rendered by the Workers' Compensation Commission on the premises that no appealable issue had been identified and to protect the City's own-risk status.

NOW THEREFORE, BE IT RESOLVED by the Council of the City of Lawton, that the City Council ratifies the actions of the City Attorney and the City Manager to make payment on the judgment of Five Thousand Six Hundred Fifty-Two and 50/100 Dollars (\$5,650.50), including an attorney's fee payment in the amount of One Thousand One Hundred Thirty and 50/100 Dollars (\$1,130.50), per order of the Workers' Compensation Commission as provided by law.

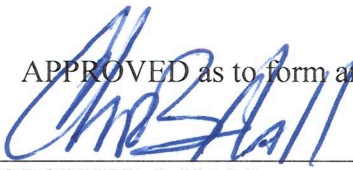
PASSED and APPROVED by the Mayor and Council of the City of Lawton, Oklahoma this 9th day of August, 2022.

STANLEY BOOOKER, MAYOR

ATTEST:

TRACI L. HUSHBECK, CITY CLERK

APPROVED as to form and legality this 25 day of July, 2022.



CHRISTOPHER J. HALL
ASSISTANT CITY ATTORNEY



City of Lawton

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

Commentary

File #: 22-471

Agenda Date: 8/9/2022

Agenda No: 7.

ITEM TITLE:

Consider adopting a resolution ratifying the action of the City Attorney and the City Manager in making payment on the judgment in the Workers' Compensation case of Matthew McKinney in the Oklahoma Workers' Compensation Commission, Case No. CM3-2019-04512H and CM3-2019-04511A.

INITIATOR: Assistant City Attorney, Christopher Hall

STAFF INFORMATION SOURCE: Assistant City Attorney, Christopher Hall

BACKGROUND: This matter involves the Workers' Compensation claim of Matthew McKinney, Firefighter with the Lawton Fire Department, who alleges injury to his lumbar spine (lower back) on July 11, 2019. On July 15, 2022, Administrative Law Judge P Blair McMillin of the Oklahoma Workers' Compensation Commission entered an Order awarding Matthew McKinney fifteen percent (15%) permanent partial disability (over and above the 5% pre-existing disability). The total award was in the amount of \$18,900.00, including \$3,780.00 as attorney's fee, and a \$567.00 Multiple Injury Trust Fund Assessment payment to the Oklahoma Tax Commission. It was the opinion of the City's Workers' Compensation attorney that the award was consistent with the medical evidence and there is no salient basis for an appeal. Due the Workers' Compensation Commission having previously expressed concern regarding cities holding judgments pending review by City Councils, it was the opinion of the City Attorney the judgment should be paid to protect the City's own-risk status.

EXHIBIT: Resolution No. 22-

KEY ISSUES: N/A

FUNDING SOURCE: Sinking Fund

STAFF RECOMMENDED COUNCIL ACTION: Adopt a resolution ratifying the action of the City Attorney and the City Manager in making payment of the judgment in the Oklahoma Workers' Compensation Commission case of Matthew McKinney, Case No. CM3-2019-04512H and CM3-2019-04511A.

RESOLUTION NO. 2022-_____

A RESOLUTION RATIFYING THE ACTIONS OF THE CITY ATTORNEY AND THE CITY MANAGER IN MAKING PAYMENT IN THE WORKERS' COMPENSATION CASE OF MATTHEW MCKINNEY FOR THE JUDGMENT OF EIGHTEEN THOUSAND NINE HUNDRED AND 00/100 DOLLARS (\$18,900.00), INCLUDING AN ATTORNEY'S FEE PAYMENT IN THE AMOUNT OF THREE THOUSAND SEVEN HUNDRED EIGHTY AND 00/100 DOLLARS (\$3,780.00); DIRECTING THREE PERCENT (3%) OF SAID JUDGMENT, IN THE AMOUNT OF FIVE HUNDRED SIXTY-SEVEN AND 00/100 DOLLARS (\$567.00), TO BE PAID DIRECTLY TO THE OKLAHOMA TAX COMMISSION AS A MULTIPLE INJURY TRUST FUND TEMPORARY ASSESSMENT IN ACCORDANCE WITH 85A OKLA. STAT. SECTION 31.A.7; AND FILING A FOREIGN JUDGMENT IN THE DISTRICT COURT OF COMANCHE COUNTY FOR PURPOSE OF PLACING SAID JUDGMENT ON THE TAX ROLLS. PER ORDER OF THE WORKERS' COMPENSATION COMMISSION.

WHEREAS, Matthew McKinney has filed an injury claim with the Workers' Compensation Commission for permanent partial disability for injury to the lumbar spine (aggravation) with a date of injury of July 11, 2019, while on duty as a Firefighter for the City of Lawton, Fire Department; and,

WHEREAS, judgment was entered by the Workers' Compensation Commission on July 15, 2022, in the total amount of Eighteen Thousand Nine Hundred and 00/100 Dollars (\$18,900.00), including an attorney's fee payment in the amount of Three Thousand Seven Hundred Eighty and 00/100 Dollars (\$3,780.00); and,

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

WHEREAS, the above referenced Multiple Injury Trust Fund Assessment representing three percent (3%) of the order amount attributable to permanent partial disability or permanent total disability is Five Hundred Sixty-Seven and 00/100 Dollars (\$567.00); and,

WHEREAS, the amount due to Matthew McKinney will be Eighteen Thousand Nine Hundred and 00/100 Dollars (\$18,900.00), including an attorney's fee payment in the amount of Three Thousand Seven Hundred Eighty and 00/100 Dollars (\$3,780.00), and including a Multiple Injury Trust Fund Assessment to be paid to the Oklahoma Tax Commission in the amount of Five Hundred Sixty-Seven and 00/100 Dollars (\$567.00).

WHEREAS, the City Attorney and the City Manager agreed to make payment of the judgment rendered by the Workers' Compensation Commission on the premises that no appealable issue had been identified and to protect the City's own-risk status.

NOW THEREFORE, BE IT RESOLVED by the Council of the City of Lawton, that the City Council ratifies the actions of the City Attorney and the City Manager to make payment on the judgment of Eighteen Thousand Nine Hundred and 00/100 Dollars (\$18,900.00),

including an attorney's fee payment in the amount of Three Thousand Seven Hundred Eighty and 00/100 Dollars (\$3,780.00), and a Multiple Injury Trust Fund Assessment to be paid to the Oklahoma Tax Commission in the amount of Five Hundred Sixty-Seven and 00/100 Dollars (\$567.00), per order of the Workers' Compensation Commission as provided by law.

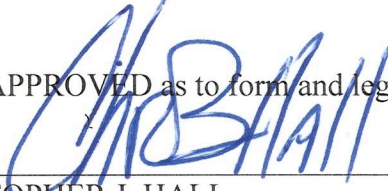
PASSED and APPROVED by the Mayor and Council of the City of Lawton, Oklahoma this ____th day of August, 2022.

STANLEY BOOOKER, MAYOR

ATTEST:

TRACI L. HUSHBECK, CITY CLERK

APPROVED as to form and legality this 25 day of July, 2022.



CHRISTOPHER J. HALL
ASSISTANT CITY ATTORNEY



City of Lawton

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

Commentary

File #: 22-468

Agenda Date: 8/9/2022

Agenda No: 8.

ITEM TITLE:

Consider renewing an agreement with Floyd & Driver, PLLC to assist the City with regulatory requirements associated with funding received in connection with the American Rescue Plan Act of 2021 and authorize the execution of the agreement.

INITIATOR: John Ratliff, City Attorney

STAFF INFORMATION SOURCE: Timothy Wilson, Deputy City Attorney

BACKGROUND: The City engaged Floyd & Driver, PLLC to assist the City in ensuring compliance with funding received in connection with the American Rescue Plan Act of 2021. The proposed renewal includes no additional charge for services, other than direct out of pocket expenses (travel, copying, filing fees etc.). Should the City apply for and receive additional ARPA funding, the firm would charge a five percent (5%) fee.

EXHIBIT: Floyd & Driver, PLLC Agreement

KEY ISSUES: N/A

FUNDING SOURCE: ARPA grant funds

STAFF RECOMMENDED COUNCIL ACTION: Approve the renewed agreement with Floyd & Driver, PLLC, and authorize the Mayor and City Clerk to execute the agreement.

FLOYD | DRIVER

P.L.L.C

To: City Attorney, City of Lawton, Oklahoma
Attn: Mr. John Ratliff
From: Floyd & Driver, PLLC
Date: August 1, 2022
Re: *Proposed Professional Services Related to the American Rescue Plan Act of 2021*

Dear Mr. Ratliff,

This proposal for renewal of the Legal Services and Engagement Letter, originally dated as of August 11, 2021, is respectfully submitted for your consideration in connection with the funds received by the City of Lawton, Oklahoma (the “City”) as a result of the passage of the American Rescue Plan Act of 2021 (the “Act”). Under the Act, the City is eligible to receive an allocation of federal funds (the “ARPA Funds”) to support economic recovery and future pandemic preparedness in the wake of the COVID-19 pandemic. ARPA Funds may only be expended for certain categories of economic recovery efforts.

As special legal counsel to the City, Floyd & Driver, PLLC (the “Firm”) offers multi-disciplinary expertise in municipal law and public finance law. We are proposing a wide array of services to the City in order to ensure continued compliance with the requirements of the Act.

SCOPE OF SERVICES

The Firm will provide the City with general guidelines and suggested best practices as it determines its needs and develops plans for the deployment of the ARPA Funds. In doing so, the Firm will prioritize aiding the City in meeting the Act’s key principles of ensuring that there is no fraud, waste, or abuse associated with the expenditure of the ARPA Funds (the “Key Principles”). The Firm will review the City’s needs assessment and written plan for implementation and administration of the ARPA Funds to ensure compliance with the Key Principles and the statutory eligible uses outlined in the Act. The Firm will review projects for eligibility under the Act prior to the commitment of ARPA Funds. The Firm will be available to answer any questions the City may have as to the eligibility of projects for the receipt of ARPA Funds and will keep the City advised as to new developments or guidelines pertaining to the expenditure of ARPA Funds. The Firm shall review and comment on such plans, programs, practices, and procedures that the City may develop under general guidance provided by the U.S. Department of the Treasury. The Firm will ensure that the City is aware of relevant reporting deadlines and will assist the City if requested with the Interim Report for submission on or before August 31, 2021, and the Quarterly Project Expenditure Reports beginning October 31, 2021, and thereafter.

COMPENSATION

The original Legal Services and Engagement Letter dated as of August 11, 2021 provided for compensation fee equal to .75 Percent of One Percent (.75%) of the ARPA Funds received by the City. This fee has been paid in full and the Firm acknowledges receipt thereof. The services to be rendered under the section “Scope of Services” shall be delivered for no additional charge, however Floyd & Driver will also be reimbursed for all out-of-pocket expenses, including travel costs, copying, deliveries, long-distance telephone charges, filing fees, and other necessary expenses as documented.

Additionally, the City may wish to apply for an additional allocation of funds from other recipients (such as the State of Oklahoma) of ARPA Funds that may be made available to the City. Floyd & Driver shall charge an additional fee of Five percent (5%) of any additional funds received for services rendered in connection with the application for said funds. The payment of this additional fee shall be contingent upon the receipt of additional funds by the City, in the event that the application is unsuccessful, the City will only be charged for expenses directly incurred in making the application.

PERSONNEL

Lynne Driver and David Floyd will be the attorneys providing the services on behalf of the Firm. Both attorneys have extensive experience representing Oklahoma counties, cities, towns, school districts, rural water boards, colleges and universities, and the State of Oklahoma.

CONCLUSION

Thank you for your consideration of this proposal. If you have any additional questions related to the services and compensation outlined herein, we are available to discuss further at any time. If you wish to engage the Firm for the services contemplated herein, please initial by the Tier of services selected on the attached acceptance form, execute, and return to us.

Respectfully Yours,


Floyd & Driver, PLLC

ACCEPTANCE BY THE CITY OF LAWTON, OKLAHOMA

This proposal accepted by and on behalf of the Council of the City of Lawton, Oklahoma, this 9th day of August, 2022 for the legal services contemplated herein.

STAN BOOKER, MAYOR

TRACI HUSHBECK, CITY CLERK

APPROVED as to form and legality this 5th day of August, 2022.

JOHN RATLIFF, CITY ATTORNEY



City of Lawton

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

Commentary

File #: 22-476

Agenda Date: 8/9/2022

Agenda No: 9.

ITEM TITLE:

Consider approving an Agreement between the Lawton Fort Sill Chamber of Commerce and the City of Lawton, to include any floor amendments that may be made thereto, to fund activities by the Chamber designed to encourage, promote and foster tourism, including elements of economic development related thereto in the City of Lawton, and authorize the Mayor and City Clerk to execute the Agreement.

INITIATOR: Michael Cleghorn - City Manager

STAFF INFORMATION SOURCE: Michael Cleghorn - City Manager

BACKGROUND: The Lawton Chamber of Commerce, Inc. seeks to obtain funding from the Hotel/Motel Tax that would enable them to continue their efforts to encourage, promote and foster tourism and, to a limited extent, economic development as it pertains to supporting business development within the City of Lawton, to include supporting these endeavors through various legislative and government affairs activities. The funds approved shall not exceed Eight Hundred Thousand Dollars (\$800,000.00). As always, the Agreement also includes a provision providing that the Chamber's receipt of such funds shall be subject to the City's collection of sufficient Hotel/Motel tax revenue to cover the City's budgeted Hotel/Motel tax obligations.

The Chamber's Professional Service Plan and Performance Measures are attached and incorporated into the Agreement to establish performance goals for the Chamber. Attachment A has been provided by the Chamber and reflects its performance measures and goals for Fiscal Year 2022-2023.

EXHIBIT: Proposed Agreement (with updated performance measures and goals) & Proposed Budget

KEY ISSUES: N/A

FUNDING SOURCE: Hotel/Motel Tax

STAFF RECOMMENDED COUNCIL ACTION: Approve the proposed agreement, including any floor amendments that may be made thereto, and authorize the Mayor and City Clerk to execute the Agreement.

**PROFESSIONAL SERVICES AGREEMENT WITH THE LAWTON
FORT SILL CHAMBER OF COMMERCE FOR TOURISM, CONVENTION, AND RELATED
SERVICES
FY 2022-2023**

This Agreement is made and entered into by and between the **City of Lawton, Oklahoma**, a municipal corporation (the City) and the **Lawton Fort Sill Chamber of Commerce**, a non-profit organization (Chamber).

WITNESSETH:

WHEREAS, an ordinance known as the ‘City of Lawton Hotel/Transient Guest Tax Ordinance’, Ordinance No. 2020-19, hereinafter referred to as the “Ordinance”, has been adopted by the Lawton City Council, and approved by a majority of the qualified electors voting on the Ordinance; and,

WHEREAS, said Ordinance levies and assesses within the City an excise tax of 7 percent (7%) upon the gross proceeds derived from rents received from occupancy of hotel rooms; and,

WHEREAS, said Ordinance provides that the taxes collected under the provisions of said Ordinance shall be set aside in the City of Lawton Hotel Tax Fund established for the purpose of receiving and disbursing resultant tax proceeds for use to encourage, promote, and foster industrial development, economic development, conventions, and tourism; and,

WHEREAS, the Chamber benefits the City in the carrying out of certain goals and objectives set forth in the Ordinance; and

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

WHEREAS, the Chamber is a non-profit corporation organized and existing under the laws of the State of Oklahoma whose stated purpose, among others, is to generate tourism/convention activities and to foster economic development as it pertains to supporting business development in the City, to include supporting these endeavors through various legislative and governmental affairs activities; and

WHEREAS, the Chamber has demonstrated that is capable of promoting, fostering and otherwise encouraging tourism/convention activities and economic growth within the community, and, as a result, has retained professional staff with the knowledge and experience in this particular area, and has developed and

continues to develop, research, data, and contacts which will be of benefit to the City in meeting their tourism/convention activities and economic development goals and objectives; and

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

WHEREAS, it is within the legal discretion of the Council of the City to choose contractors to render professional services to the City, and the City desires to exercise its legal power to contract and to enter into this Agreement with the Chamber to provide the tourism/ convention and related economic development professional services outlined and described in the Agreement for the 2022-2023 Fiscal Year (“FY 2022-2023”); and

WHEREAS, the Chamber desires to provide the City with the professional services requested herein and to provide the work products identified within the Agreement, which services and products will promote and foster in particular tourism/convention activities, and to a limited extent economic development as it pertains to supporting business development within the City of Lawton, to include supporting these endeavors through various legislative and government affairs activities.

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

SECTION 1. DEFINITIONS.

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

A. Tourism/Convention Development - activities designed to enhance the tourism potential of Lawton Fort Sill, including recruitment and marketing activities reasonably related to enhancing convention and tourism activity, recruitment and marketing of sporting events that create positive impact for the community, and recruitment and marketing activities reasonably designed to increase the economic impact of the agriculture community of Lawton Fort Sill.

B. Military & Governmental Affairs - activities designed to promote the interests of Lawton Fort Sill by providing input and information in legislative matters at all levels of government and by serving as a partner with the military to sustain strong and positive relationships that promote and enhance the City of Lawton and as such encourage tourism and economic development. Activities include those reasonably related to: developing legislative strategies that outline the issues and positions of the city relative to matters that impact the city and communicate these positions to elected officials; presenting those strategies in forums that are designed to exhibit

the strong support of the business community for the armed forces missions and personnel; promoting unity and understanding between the business community of the Lawton Fort Sill Metropolitan Area and the personnel of Fort Sill in order to strengthen the positive relationship that exists between the city and the post.

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

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

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

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

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

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

SECTION 2. CHAMBER TO PROVIDE PROFESSIONAL SERVICES.

The Chamber agrees to provide professional services to the City that will encourage and promote in particular tourism/convention activities, and economic development as it pertains to supporting business development and legislative government affairs in the City, with such services to include, without limitation, all managerial, administrative, and fiscal services needed to accomplish the Scope of Work. In performance of such services, the Chamber agrees to respond to all reasonable requests for services made by or on behalf of the City Council. A detailed listing of services to be performed and performance measures to be employed, is provided in Attachment A.

SECTION 3. SCOPE OF WORK.

A. The professional services to be provided by the Chamber in performance of this Agreement shall consist of all professional staff work and other related resources necessary for the accomplishment of the

objectives set forth in Section 2 of this Agreement and the Scope of Work, including, without limitation, the goals and performance measures. Such services shall also include the submission of all required Monthly and Annual Reports and any other obligations set forth herein.

B. In performing this Agreement, the Chamber shall provide and be compensated for providing the necessary, qualified and competent personnel predominantly assigned to the accomplishment of the objectives set forth in Section 2 of this Agreement and the Scope of Work. The Chamber shall also provide all professional and related administrative services that are reasonably requested by or on behalf of the City and that are necessary to present viable promotional programs including, but not limited to: gathering and dissemination of information and ideas; servicing conventions, including the provision of all normal convention support services and equipment; provided, the Chamber shall not provide convention support services and equipment when the City has contracted with another entity to provide such items; representing local business, civic and hotel interests in negotiating with associations and other convention groups; implementing promotional programs; and assisting in the development and promotion of local activities and attractions to enhance the City's convention and tourism industries.

SECTION 4. RESPONSIBILITIES OF CHAMBER.

A. The Chamber shall be accountable to the City for the provision of all professional staff, offices and other related services or resources needed to accomplish the objectives set forth in Section 2 of this Agreement and the Scope of Work, and for expanding tourism/convention activities and related economic development as it pertains to supporting business development and legislative government affairs in the City.

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

SECTION 5A. PAYMENT FOR SERVICES RENDERED.

A. The Chamber shall, sixty (60) days prior to the beginning of the City's next fiscal year, submit an annual budget for approval by the City. The budget will be submitted in three (3) categories – Tourism/Conventions, Government & Military Affairs, and Shared Administrative Costs – attached hereto and incorporated herein as Attachment B.

B. The City agrees to provide funds to the Chamber in the amount specified in their approved budget for the services to be performed under this Agreement from the proceeds of the Hotel/Motel tax collected and received by the City and allocated to this Agreement, subject to the limitations set forth herein. For the 2022-2023 fiscal year, the funds provided to the Chamber under this Agreement shall not exceed Eight Hundred Thousand Dollars (\$800,000.00). The Chamber's receipt of such funds shall be subject to the City's collection of sufficient Hotel/Motel tax revenue to cover the City's budgeted Hotel/Motel tax obligations. Any claim

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

C. Budget changes between and within the categories provided for in paragraph A. of this Section require City Council approval if the cumulative variance(s), is (are) greater than ten (10) percent of the approved annual budget. Notwithstanding this provision, in no event will the funds received by the Chamber under this Agreement exceed Eight Hundred Thousand Dollars (\$800,000.00).

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

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

F. As required by Section 7 of this Agreement, by the twenty-fifth day following the end of a month, the Chamber shall submit a Monthly Report to the Program Coordinator together with an invoice for the monthly installment due for services rendered during the prior month. The Program Coordinator shall forthwith review the Monthly Report and invoice to verify work performed and activities set forth therein meet the requirements of this Agreement. The Program Coordinator may request any additional information needed to fully document the Chamber's work in furtherance of the objectives set forth in Section 2 of this Agreement and the Scope of Work. The Program Coordinator shall complete his or her review within five (5) business days of the submission of the Monthly Report and invoice by the Chamber and, if found to be satisfactory, shall submit the Monthly Report to the City Council and the invoice to the City's Finance Director for processing the invoice for payment; provided, if the Program Coordinator reasonably finds that the Monthly Report or invoice are not satisfactory, he or she may withhold such notification until any deficiencies in the Monthly Report or invoice have been corrected by the Chamber. Following such notification by the Program Coordinator, the Finance Director shall process payment of the claim within ten (10) business days unless non-compliance with the requirements for claims is reported in accordance with paragraph D of this Section.

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

SECTION 5B. ECONOMIC DEVELOPMENT (RESERVE) FUND.

In accordance with City Council Resolution 22-97, all unexpended appropriations of the City's Hotel Tax shall be transferred to the Economic Development Fund created by the Resolution on June 30 of each fiscal year. As specified in Section 5A of this Agreement, all revenue appropriated to the Chamber under this Agreement, but not expended by the Chamber before June 30 of the contract year, shall be deposited into this fund as required by the Resolution. The expenditure of funds from the Economic Development Fund will follow the procedures set forth in the Resolution, and any amendment thereto.

SECTION 6. CITY COUNCIL.

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

SECTION 7. REPORTS.

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

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

The Monthly Reports shall contain the following elements:

1. Narrative Overview briefly outlining:
 - a. Major accomplishments;
 - b. Performance measures and related explanations as to why the measure was met or not;
- c. Major work to be undertaken in the next quarter.

and

2. FY 2022-2023 Scope of Work and Goals, updated to show the quantitative progress toward each stated goal; and
3. Attachments or information needed to fully inform the City Council concerning the status of each program service being performed or as may otherwise be requested by the City.

4. Examples of the latest media reports or marketing materials used to promote the City of Lawton as a tourism and convention destination.

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

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

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

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

SECTION 8. NO EXTRA WORK AND AMENDMENTS.

No claims for extra work or services of any kind or character beyond those set forth in this Agreement or beyond the funds available hereunder shall be recognized by or be binding on the City unless such work or services are first approved by the City. Any amendments to this Agreement to increase payments to the Chamber for services above the amounts specified in this Agreement or to change the Scope of Work specified herein shall also be subject to approval by the City. Amendments to this agreement which impact the scope of work must be approved prior to initiation of such work. See Section 20 regarding amendments to this agreement.

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

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

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

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

SECTION 10. CHAMBER IS INDEPENDENT CONTRACTOR.

The Chamber is acting as an independent contractor of the City, and the employees, agents, consultants and subcontractors of the Chamber are not employees of the City. To the extent permitted by law, the Chamber and its employees hereby agree to waive any possible claims to any benefits of any kind or nature, available to qualified employees of the City.

SECTION 11. ASSIGNMENT.

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

SECTION 12. NOTICES.

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

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

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

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

President
302 W. Gore Blvd
Lawton, Oklahoma 73502

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

SECTION 13. CANCELLATION.

A. The City may cancel this Agreement, or any portion of this Agreement, with or without cause, upon written notice to the Chamber. If cancellation is for cause, which shall include any impropriety, default, or breach of contract on the part of the Chamber, then the City shall provide fifteen (15) days written notice of cancellation. If the cancellation is without cause and is for the convenience of the City and not for any impropriety, default or breach of contract on the part of the Chamber, then the City shall provide sixty (60) days

written notice of cancellation. Such notice shall be deemed received by the Chamber when deposited in the United States certified mail, with proper address and sufficient postage thereon.

B. The Chamber may cancel this Agreement, or any portion of this Agreement, with or without cause, upon written notice to the City. If cancellation is for cause, which shall include any impropriety, default, or breach of contract on the part of the City, then the Chamber shall provide fifteen (15) days written notice of cancellation. If the cancellation is without cause and is for the convenience of the Chamber and not for any impropriety, default or breach of contract on the part of the City, then the Chamber shall provide sixty (60) days written notice of cancellation. Such notice shall be deemed received by the City when deposited in the United States certified mail, with proper address and sufficient postage thereon.

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

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

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

B. In connection with the performance of services under this Agreement, the Chamber agrees not to discriminate against any employee or applicant for employment because of race, creed, color, national origin, sex, disability or ancestry.

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

SECTION 15. IMMIGRATION COMPLIANCE.

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

Affidavit to the City. The Chamber's failure to timely complete and tender the Immigration Affidavit will be a basis for termination of the Agreement.

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

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

SECTION 16. ACCEPTANCE OF KICKBACKS AND GRATUITIES PROHIBITED.

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

SECTION 17. DEFEND, INDEMNIFY AND SAVE HARMLESS.

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

SECTION 18. **INSURANCE.**

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

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

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

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

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

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

SECTION 19. **MISCELLANEOUS PROVISION**

The Chamber hereby agrees that the City of Lawton Mayor and City Manager shall be allowed to attend all Chamber sponsored events at no additional cost to the City.

SECTION 20. **WHOLE AGREEMENT.**

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

SECTION 21. **AMENDMENT.**

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

SECTION 22. **EFFECTIVE DATE, TERM, AND TIME.**

A. This Agreement shall become effective as of July 1, 2022, and shall supersede any prior agreements between the parties. The Chamber shall complete all work and services to be performed hereunder by June 30, 2023, except as otherwise specifically provided.

B. This Agreement may be subsequently renewed annually upon mutual agreement of the parties. The Chamber will submit its FY 2023-2024 Program Proposal, Performance Measures and Budget no later than April, 2023. An oral presentation of the Program Proposal will be made to the City no later than May 15, 2023.

IN WITNESS WHEREOF, the Lawton Fort Sill Chamber of Commerce adopts and approves this Agreement this ____ day of _____, 2022.

LAWTON FORT SILL CHAMBER OF COMMERCE

PRESIDENT

ATTEST:

SECRETARY

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IN WITNESS WHEREOF, the City of Lawton adopts and approves this Agreement this _____ day of _____, 2022.

CITY OF LAWTON, OKLAHOMA
A Municipal Corporation

STAN BOOKER, MAYOR

ATTEST:

TRACI L. HUSHBECK, CITY CLERK

REVIEWED as to form and legality this _____ day of _____, 2022.

TIMOTHY WILSON, DEPUTY CITY ATTORNEY

ATTACHMENT "A"
LAWTON FORT SILL CHAMBER OF COMMERCE PROFESSIONAL SERVICES PLAN AND
PERFORMANCE MEASURES
FY 2022-2023

INTRODUCTION

Tourism is the third largest industry in Oklahoma and is a significant component of our local economy. *The Oklahoma Travel Impacts Dashboard for 2010-2018 shows that in 2018 the total direct spending for travelers visiting Comanche County was \$200 million and the total direct earnings was \$44.3 million.* That data represents the most current verified data as of July 2020. The Convention and Visitors Bureau is continually updated to reflect changes in community assets, attractions and funding, as well to capitalize on trends in the travel industry. The program is structured to focus more funding where results can be measured in terms of visitors and room nights with marketing efforts directed at attracting groups, individuals, meetings, sporting events, and equine and livestock events.

SUMMARY OF PROGRAM FOR 2022-2023

The local hotel/motel tax collections assist with tourism growth and opportunity. Citizens and stakeholders in Lawton help guide the decisions made by the Chamber's Convention and Visitor Bureau (CVB) in bringing conferences and events to the region. Strategies include recruitment of groups and conventions, production of events and competitive financial support grants for area events bringing visitors and hotel room nights to the city. The CVB's Staff and the Advisory Council have general oversight of tourism funding, with final approval by the Lawton Fort Sill Chamber's Board. Lawton Fort Sill will be continue to be promoted as "See Yourself in Lawton," as well as "Visit Lawton Fort Sill" in the upcoming year.

INITIATIVES/OBJECTIVES FOR FUTURE CONSIDERATION

- Enhance Tourism by expanding CVB services to provide more visibility and information to those visiting LawtonFort Sill.
- Seek out, or partner with new unique opportunities for drawing visitors to Lawton Fort Sill.

PERFORMANCE MEASURES

The Lawton Fort Sill CVB's staff work diligently to either meet or exceed all targeted goals, but recognizes external factors are constantly at work that must be considered when measuring performance target goals. Over the years, the visitor/tourism industry has experienced ups and downs due to a number of factors including natural disasters, war, good or bad economic conditions, and most recently, the COVID-19 pandemic. Elements not within the CVB staff control can impact goal attainment.

A. CONVENTION SALES

Mission

The mission of Convention Sales is to generate group room nights through new and repeat business. The focus is to increase hotel-motel occupancy in the City of Lawton by soliciting multiple property bookings; city-wide, multiple year commitments and securing annual or permanent rotations for Lawton.

Performance Measures:

1. The annual production goal for FY **2022-2023** will be 1,800 definite room nights in the convention and meetings market.
2. Tentative future room night goal of 850 related to proposals submitted but not yet awarded for FY 2023-2024
3. Provide support, including registration, funding, visitor material and housing services (as needed), to 25 arriving conventions or meetings.

A. CONVENTION SALES Performance Measures continued:

4. Host a minimum of 7 sales/planning site inspections by June 31, 2023.
5. Attend and participate in at least 2 appointment based sales conferences and/or educational conferences.
6. Conduct 22 in-market sales calls.

Strategies

1. Host a monthly meeting between the Chamber of Commerce and the Hotel Motel Managers within the community to review trends, conduct analysis and develop opportunities to bridge gap in occupancy and revenue on slow periods by increasing promotion and marketing of group and convention travel to our community.
2. Conduct an annual review of Hotel Motel Occupancy and report the data as part of the regular reporting procedures.
3. Encourage local residents to invite their organizations to Lawton for conventions, meetings, and strategic conferencing.
4. Concentrate on multiple year contracts, annual groups or groups that could become permanent rotations.
5. Strengthen tourism industry partnerships within the Lawton hospitality industry.
6. Identify associations and specific meetings that would fit the convention center and develop specific plans to attract each.

Action Steps

- 1. Prioritize solicitation efforts to new groups that can fill need periods or match up with specific venues.
2. Work with hotel partners to identify additional community leaders who are active in organizations and can influence decision makers. Invite the public to open recruitment meetings to begin development of prospect list for future proposals.
3. Focus solicitation to qualify groups for multiple properties or city-wide and work with staff to prioritize solicitation efforts. Focus solicitation efforts on large groups over and above the hotel solicitation efforts of single property bookings while responding appropriately to opportunities to solicit or help solicit any business for Lawton.
4. Continue to increase efforts in markets that have not been the traditional successful markets worked by the CVB. Multi-cultural associations are excellent opportunities for additional development; as well as financial institutions, Military reunion groups and religious organizations.
5. Prioritize solicitation efforts to larger groups and groups with greater economic impact potential. Train and direct team members to "ask the questions" and position Lawton to secure as many multiple year contracts, annual groups, and permanent rotations as possible in order to continue building strong definite room night base for future years and to utilize the new conference center.
6. Work in conjunction with convention center management to initiate plans for an appropriate cooperative sales strategy.
7. Develop relationships and solicit faculty participation from the higher education community in the area.
8. Conduct qualified sales calls in large markets during scheduled events.
9. Conduct face-to-face sales calls with potential clients in key feeder cities identified by market segment.
10. Seek out and take advantage of opportunities to obtain industry certification offered by various organizations.
11. Track economic impact for direct visitor spending during sponsored events.

A. CONVENTION SALES Action Steps continued:

Performance Measure	FY 22-23 Target
Number of definite rooms	1,800 annually
Number of tentative future rooms	650 annually
Convention/meeting support	40 groups
Minimum number of sales/planning site inspections	7 by June 30, 2023
Industry trade shows and/or education conferences	2 shows
Number of specific association/planner calls	15 calls to large markets

B. SPORTS BUSINESS DEVELOPMENT

Mission

The mission of Sports Business Development is to generate group room nights through new and repeat business. The focus is to maximize occupancy in Lawton by soliciting sports team activities and events that will utilize multiple properties, make multiple year commitments, or regular rotations for Lawton.

Performance Measures:

1. The production goal for FY 2021-2022 will be **100** definite room nights.
2. Tentative future room night goal of **100** for sporting events that will be happening in the remaining 2022-2023 FY, and/or proposals submitted but not yet awarded for FY 2022-2023 or later.
3. Host a minimum of 2 sales/planning site inspections by June 30, 2023.
4. Conduct **6** sports related in-market sales calls.

Strategies

1. Research new and additional sports tradeshow/conference opportunities. Include local hotel representatives and other partners when appropriate.
2. Participate in local and national sports associations-USSSA, OSSAA, AAU, USA, OKNASP and others.
(Note: *subject to COVID-19 limitations/restrictions/decisions by governing orgs*)
3. Continue to seek out and assist local organizing committees as they plan and execute sports events in Lawton.
4. Work with City of Lawton Parks & Rec Department-to develop additional collateral materials for specific events and needs and continually update existing materials.
5. Research new sports related conventions and meetings we can host.

Action Steps

1. Prioritize solicitation efforts to new groups that can fill need periods or match up with specific venues.
2. Identify additional community leaders who are active in sports organizations and can influence decision makers.
3. Meet regularly with the appropriate sports organization contacts to further develop partnership and support opportunities.
4. Research information provided in sports industry journals for new opportunities.

B. SPORTS BUSINESS DEVELOPMENT Action Steps continued:

5. Meet quarterly with Sports Committee on new sporting events Lawton can recruit.
6. Track economic impact for direct visitor spending during sponsored events.

Performance Measure	FY 22-23 Target
Number of definite rooms	100 annually
Number of tentative future rooms	100 annually
Minimum number of sales/planning site inspections	2 by June 30, 2023
Minimum trade shows/sports conferences	1 attended
Number of in-market sales calls	6 calls
Annual Meeting and/or Board Meeting for a sports association conducted	1 meeting conducted

C. EQUINE AND LIVESTOCK EVENTS

This market segment continues to represent a significant amount of business for the City of Lawton area. The focus is to increase occupancy in Lawton by developing lasting relationships with the key participants in events that primarily use the Comanche County Fairgrounds Complex (CCFC), multiple lodging properties and make multiple year commitments.

Performance Measures:

1. In conjunction with CCFC management, book a minimum of **5** events with **500** definite room nights.
2. Tentative future room night goal of **250** related to equine and livestock events that will be happening in the 2022-2023 FY, including any proposals submitted, or to be submitted but not yet awarded for FY 2022-2023 or later.
3. In conjunction with CCFC management, continue to identify strategic opportunities to add new events and take a leadership role in formulating plans for these opportunities.
4. Produce the Wichita Mountains Classic Heifer and Pre-Junior Show.

Strategies

1. Maintain close working relationships with equine and livestock associations to ensure current events are retained.
2. Work with the various events to identify services that are needed and can be supplied or augmented by existing CVB programs or personnel.
3. Support the major shows and promote to their members through advertising in targeted publications.
4. Identify dates that are open for concurrent activities at CCFC that will not interfere with existing use of the facilities.
5. Increase efforts for additional funding through the Wichita Mountains Classic Heifer and Pre-Junior Show.

Performance Measure	FY 22-23 Target
Number of booked events with definite rooms	5 events; 500 rooms
Number of tentative future rooms	250 rooms
Number of Chamber-produced events	1, WMC

D. GROUP SERVICES

Mission

The mission of Group Services is to offer event planners a broad range of service assistance and maintain a high level of service that exceeds what is provided by our competitive cities. The variety and quality of services provided play a significant role in client satisfaction as well as repeat business.

Performance Measures:

1. Provide each arriving group with a *Customer Service Survey* for them to fill out regarding their experience.
2. Have a 90% customer satisfaction rating.
3. Continue to analyze services offered by competing destinations and make recommendations for upgrades as appropriate.
4. Maintain and continually update "Support Services" information in any meeting planners guide, online and bid books submitted to clients.
5. Coordinate and host recruitment meetings with the public to build a prospect list covering Conventions, Sports and Agriculture
6. Work with Marketing & Communications; utilize social media and other appropriate outlets to promote Lawton to future meeting and event attendees to help build attendance.

Performance Measure	FY 22-23 Target
Customer Service Survey	90% satisfaction rating
Host recruitment meetings	2 meetings

E. VISITOR SERVICES

Mission

The mission of Visitor Services is to provide City of Lawton visitors with information about everything Lawton has to offer, with the specific objective being to extend the length of stay of these visitors by educating, exciting and enticing them. Extending visitor stays and enticing visitors to come back contributes to Lawton's economic vitality by increasing expenditures at hotels, shops, restaurants and attractions.

In order to achieve this mission, visitor services staff must be knowledgeable of the area, the attractions, local events, and demonstrate enthusiasm for tourism in Lawton.

Performance Measures:

1. Explore options for technology solutions to visitor services needs for future implementation
2. Monitor internet and other requests for information and provide timely response
3. Whenever possible, provide Internet based response to requests in order to save time and money while still meeting the customer's needs
4. Keep State Department of Tourism and other partners well supplied with City of Lawton brochures
5. Provide timely, accurate and positive information to potential tourists who inquire about Lawton
6. Enhance getaway packages focused around local signature events or festivals to include local partners as appropriate
7. Provide funding, based on increased visitor enhancements, impact to the local economy, and accountability, for arts and attractions in the Lawton community
8. Host at least 1 CVB Advisory Council meeting at an area attraction to create awareness

E. VISITOR SERVICES continued:

Strategies

1. Continue to update and modernize the Chamber website for the CVB
2. Continue to update and expand the Chamber mobile app, and use for CVB outreach
3. Conduct annual welcome to community exposition
4. Promote the visitors guide to visitors and local residents
5. Present enticing and exciting information about City of Lawton facilities and attractions that cause tourists to extend their visit
6. Respond on a timely basis to potential tourists' mail, fax, voice mail or e-mail requests
7. Provide personal attention to each caller; ensure complete and accurate information is given via phone, fax or e-mail to tourists who plan to depart for Lawton before mailed information can reach them
8. Encourage each caller to visit Lawton; present information about our attractions and events.

Action Steps

1. Continue to equip and train the CVB Advisory Council and tourism partners with complete and up-to-date information on a continual basis including the CVB' s web site and web-based calendar of events on VisitLawtonOK.com
2. Continually record an accurate inventory of brochures and visitors' guides, city maps, tourism guides and other materials distributed and maintain an adequate supply of visitors' guides and other materials in house for walk-ins.
3. Provide an adequate supply of visitors' guides and promotional materials to the State Department of Tourism and Airport/Retail Information Centers.
4. Send a notice of upcoming events, ~~pulled from LawtonCalendar.com~~, to local hoteliers on the first of each month.

Performance Measure	FY 22-23Target
Number of responses to internet/email requests for information	100
Number of responses to regular mail/fax/voicemail requests for information	750
State Department of Tourism and other partners well supplied with City of Lawton brochures	25,000 brochures
Enhance getaway packages	5 packages
National Travel and Tourism Week	May <u>2023</u>

F. MARKETING & COMMUNICATIONS

Mission

The mission of Marketing & Communications is to promote the City of Lawton as a growing visitor and meeting/conventions destination, as well as to increase awareness of tourism and its impact on the local economy. Specific promotion tactics include, but are not limited to, paid advertising in print and online, a strong online presence, media relations, and local event support.

Performance Measures:

Advertising

1. Paid advertising plan to be implemented in FY 2022-2023.
2. Continue to focus advertising efforts on local, regional, state and nationally.
3. Continue promoting Visit Lawton Fort Sill with new ads for Convention Sales, Sports, and Tourism.
4. Find new ways to tell Lawton Fort Sill's story through advertising.
5. Research new advertising outlets that are directed towards meeting/event planners.

Media/PR

1. Continue to enhance Comprehensive Marketing Strategy. The focus of the strategy is to be more proactive with target media outlets and to increase our reach on social media. This strategy will also include a monthly editorial calendar that will drive efforts across platforms, i.e. a list of important events happening in the City of Lawton each month that should be promoted wherever applicable (online, social media, news releases, advertising, etc.). Specific objectives include:
 - a. Increase social media presence across Convention and Visitors Bureau platforms by increasing followers by 10%.
 - b. Began tracking positive exposure of Lawton Fort Sill in popular media outlets including Discover Oklahoma, Oklahoma Today, online articles and printed publications.
2. Coordinate industry-related press releases to trade publications, meeting planners, etc. to further educate audiences on all that is occurring in the City of Lawton. Collaborate to maximize our resources for sharing Lawton's story.
 - a. Submit 1 media advisory to traditional local and surrounding media outlets each month regarding upcoming conventions, sporting events, livestock shows, and tourism activities.

Online

1. Continue to increase number of site visits by driving traffic to the website via print advertising and an online display campaign.
2. Continue utilization of expanded online resources.
3. Promote the Visit Lawton Fort Sill mobile app and begin research on how to expand and enhance the app.

E. MARKETING & COMMUNICATIONS continued:

Event Promotion/Support

Research marketing opportunities for those events which the CVB offers event sponsorship funding. Review opportunities for co-op/partnership with marketing dollars.

Performance Measure	FY 22-23 Target
Addition of media presence on social media platforms	300 postings on Facebook
Increase Followers on social media accounts	10%
Positive Lawton Exposure	5 articles
Media Advisories	12 Media Advisories

G. CVB ADMINISTRATION

Mission

The mission of Administration is to oversee the total operation of the Convention and Visitors Bureau. and to provide resources and guidance to the team, enabling them to be successful in meeting the performance objectives outlined in this professional services plan.

Performance Measures

Performance measures for Administration are much more subjective than most of the other areas. Primary objectives in this area include:

1. Continue to develop and refine expanded revenue opportunities while maintaining current funding relationships. Create a partnership advertising/sponsorship program to generate new revenue for additional Chamber work in addition to bringing new partners into the activities of the industry.
2. Participate in industry specific benchmarking programs to monitor existing Chamber operations and provide for future growth in offerings.
3. Utilize industry standard research information from providers such as Smith Travel Research (STR), Fenich and Associates and Trends, Analysis, Projections, LLC, and work to conduct industry specific research projects as needed.
4. Continue to identify opportunities to collaborate with the State Department of Tourism on a variety of programs including research projects that involve the entire state but provide targeted information to specific areas on a "buy-in" basis.
5. Provide monthly highlights overview report to the Lawton City Council and Chamber Board, as well a quarterly detailed report.
6. Provide the best hospitality resources for all arriving groups, individual traveler/visitor, conferences and events.

H. LEGISLATIVE AND MILITARY AFFAIRS

INTRODUCTION

The ability to maintain an environment in Lawton Fort Sill conducive to positive economic development is directly tied to Legislative and Military affairs. The Lawton Fort Sill Chamber of Commerce has a long history of providing opportunities to link the military at Fort Sill with the Lawton community. The Chamber provides a great deal of legislative support for issues facing the military and business community.

SUMMARY OF PROGRAM FOR –2022-2023

The Lawton Fort Sill Chamber of Commerce will provide programs and events to build relationships between the military and civilian communities. The Chamber will develop legislative agendas and press them forward with the aid of consultants in Oklahoma City and Washington DC. The Chamber will provide events to allow face-to-face connections with legislators in Oklahoma City and Washington DC.

INITIATIVES/OBJECTIVES FOR FUTURE CONSIDERATION

Initiate stronger volunteer support for Fires Patriot's (formerly known as Cannon Cockers) group and Lawton Fort Sill Working Group in order to better support the Lawton business community and Fort Sill.

Mission

The mission of Legislative Affairs is to develop and promote legislative agendas conducive to maintaining and improving Lawton Fort Sill as a great place for businesses and the military. The Chamber will build relationships with decision makers on all levels of government.

The mission of Military Affairs is to build relationships with the Command Staff and Soldiers of Fort Sill.

Performance Measures

1. The Chamber will raise:
 - \$75,000 in private funds to pay for legislative consultants in Washington DC through Fires Patriots group
 - \$8,000 in private funds to support events and programs with the Command Staff of Fort Sill
 - \$18,000 in private funds to support programs between the business community and the military at Fort Sill
2. Use business surveys, military input, and focus groups to develop an agenda of legislative issues to promote in Washington DC - the Federal Legislative Agenda.
3. Use business surveys, military input, and focus groups to develop an agenda of legislative issues to promote in Oklahoma City - the State Legislative Agenda.
4. Use business surveys and focus groups to develop an agenda of legislative issues to promote locally - the Local Legislative Agenda.
5. The Chamber will retain the services of a legislative consulting firm in Washington, DC. (Due to budget reductions, a state legislative consultant will not be retained for the present time).
6. Develop community leaders into elected positions, and volunteers on government authorities, commissions and task forces.
7. Increase promotion of active engagement by voters.
8. The Chamber will produce and host:
 - Lawton Fort Sill Day at the Capitol
 - Southwest Oklahoma Legislative Reception, in conjunction with other southwest Oklahoma Chambers
 - Legislative Lunch Forum featuring our Oklahoma delegation
 - State of the City Luncheon featuring the Mayor of the City of Lawton
 - State of Fort Sill Luncheon featuring the Commanding General of Fort Sill
 - Lawton Fort Sill Washington DC Fly-In to educate attendees while pressing forward with our federal agenda
 - Bill Smith Memorial Golf Tournament in which the four-man scramble teams will be a mix of military and civilian
 - Armed Forces Day Parade purported to be the largest such parade in the nation
 - Armed Forces Day Breakfast for 150 guests, military/civilians
 - At least two receptions to welcome and farewell officers in the Command Staff

H. LEGISLATIVE AND MILITARY AFFAIRS continued:

- Two Supporting our Hero's Coordinating Council meetings and execute programs and events beneficial to the connection of military and civilians
 - Supporting our Hero's Welcome Reception at no charge to those attending-military or civilian
9. In the case of visiting Army dignitaries, the Chamber will host receptions to recognize them and to further the relationships between civilians and Soldiers.
 10. The Chamber will provide the ceremonial sword for the Cameron ROTC cadet of the year.
 11. In support of Fort Sill and to develop relationships, the Chamber will attend various events on the installation to include but not limited to the Commanding General's St. Barbara's Day Ball, Welcome and Retreat ceremonies, Patriot Spouses events, EEOC luncheons and award luncheons for the NCO and Soldier of the Quarters as well as the NCO and Soldier of the Year.
 12. The Chamber will sponsor Fort Sill Morale, Welfare and Recreation events to include Military Appreciation and Family Fun Day and the Annual Buffalo Burger Cookout, if Fort Sill conducts the event as in years past.
 13. The Chamber will recruit volunteers and sponsor the Trash Off campaign conducted by the City of Lawton.

Strategies

1. Identify issues to support or oppose in order to provide an environment for business and military growth.
2. Develop positive relationships between our Washington DC delegation and the business and military community.
3. Develop positive relationships between our Oklahoma City delegation and the business and military community.
4. Enhance awareness of southwest Oklahoma, Lawton and Fort Sill to all Oklahoma legislators.
5. Monitor legislation on a state and federal basis in order to act quickly when the need arises.
6. Provide information on voting opportunities through social media, email blasts and newsletters: how, when and where to register, sample ballots and reminders.
7. Develop positive relationships between community leaders and Fort Sill command staff.
8. Support Fort Sill events.
9. Provide necessary and requested support of Fort Sill as they move to fully integrate new missions, identify private sector businesses that support the new missions and share that information with the Economic Development Team.

Action Steps

1. Raise funds to support legislative consultants, and military programs and events.
2. Provide programs and events that build relationships between the Washington DC delegation and Lawton Fort Sill.
3. Provide programs and events that build relationships between the Oklahoma City delegation and Lawton Fort Sill
4. Provide communications between Fort Sill and the Lawton business community.
5. Provide programs and events that build relationships between military and civilians.

H. LEGISLATIVE AND MILITARY AFFAIRS continued:

Performance Measure	FY 22-23Target
Consulting Services	\$75,000 in private funds
Legislative Agenda Development	2 , Federal, State, Local
Lawton Fort Sill Day at the Capitol	April 2023
Southwest Oklahoma Legislative Reception	March 2023
Washington DC Fly-In	March 2023
Legislative Lunch Forum	April 2023
Other Lunch Forums	2 , Mayor, CG
Command Group Programs and Events	\$6,000 in private funds
Supporting our Hero's Programs and Events	\$15,000 in private funds
Command Group Receptions	2 , spring and fall
Supporting our Hero's Programs and Events	3 hosted off post, attend 3 on post. 6 Total

Lawton Fort Sill Chamber of Commerce
Proposed Hotel/Motel Budget (As Adjusted 6/24/22)
FYE June 30, 2023

	Tourism Development	Military & Governmental Affairs	Administration	Total H/M
Revenues				
Investor Income				0
Commerce Circle Dues				0
Fire Patriots Revenue				0
Hotel/Motel Revenue	552,170	136,340	111,490	800,000
Publications				0
Programs				0
Annual Banquet				0
Multi-Domain Fires Banquet				0
Hand Sanitizer Sales				0
Supporting Our Heroes				0
Military Affairs				0
Special Event Revenues	13,000			13,000
Wichita Mountain Classic	18,650			18,650
Legislative Reception		5,000		5,000
Armed Forces Day				0
Washington Trip Revenue		9,000		9,000
Capital Campaign				0
In-Kind contributions				0
Advertising income				0
Lawton Proud Revenue				0
Other Income	1,500			1,500
Administrative Services				0
Rent Income				0
Total Revenue	585,320	150,340	111,490	847,150
Expenditures				
Salaries	173,550	63,350	29,500	266,400
Training	75	150	75	300
Health Insurance	7,575	3,600	1,600	12,775
Life Insurance	210	100	45	355
Payroll Taxes	13,500	5,050	2,270	20,820
Unemployment Taxes	520	200	100	820
Retirement	2,595	640	310	3,545
Supplies/Stationery	1,300	250	6,650	8,200
Software			600	600
Small Equipment Purchases			1,160	1,160
Telecommunications			7,400	7,400
Copier Lease & Maint			900	900
Postage			4,080	4,080
Legal/Accounting			27,440	27,440
Interest Expense				0
Travel	220	1,250	230	1,700
Bad Debt				0
Bad Debt - H/M				0
Rent				0
Repairs/Maintenance			14,700	14,700
Insurance	2,000		7,840	9,840
Utilities			5,720	5,720
Depreciation				0
Advertising/Marketing	156,000			156,000
Web Site	2,550	850		3,400
Organizational Dues	190		870	1,060
Investor Services				0
Military Enhancement & Advocacy		1,500		1,500
Washington Trip		25,400		25,400
Legislative Reception		24,000		24,000
Armed Forces Day				0
Lawton Image Campaign	2,500			2,500
Consultant Fees		24,000		24,000
Chamber Affairs				0
Annual Banquet				0
Multi-Domain Fires Banquet				0
Supporting Our Heroes				0
Military Affairs				0
Hand Sanitizer - Cost of Sales				0
Wichita Mountain Classic	38,650			38,650
Special Event Funding	138,000			138,000
Coliseum Marketing	38,100			38,100
Sports Promotion	7,785			7,785
Total Expenditures	585,320	150,340	111,490	847,150
Revenues Over (Under) Expenditures	0	0	0	0



City of Lawton

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

Commentary

File #: 22-499

Agenda Date: 8/9/2022

Agenda No: 10.

ITEM TITLE:

Consider approving an Agreement between the Lawton Economic Development Corporation and the City of Lawton to fund activities designed to encourage, promote and foster economic/industrial development in the City of Lawton, and authorize the Mayor and City Clerk to execute the Agreement.

INITIATOR: Michael Cleghorn - City Manager

STAFF INFORMATION SOURCE: Michael Cleghorn - City Manager

BACKGROUND: The Lawton Economic Development Corporation (LEDC) seeks to obtain funding from the Hotel/Motel Tax and the 2019 CIP that would enable them to continue their efforts to encourage, promote and foster economic/industrial development in the City of Lawton. In recent years, the LEDC has greatly expanded their efforts to bring new industry to the City of Lawton. For the 2022-2023 fiscal year, the funds requested by the LEDC under this Agreement include a total amount of \$775,300.00, to be comprised of \$313,000.00 from proceeds of the Hotel/Motel tax collections and \$462,300.00 from the 2019 Sales Tax Initiative (see attached budget). The agreement includes the specific performance measures and goals to be achieved by LEDC during FY-2022-2023. Receipt of the funds shall be subject to the City's collection of sufficient Hotel/Motel tax revenue and sufficient Capital Improvements sales tax revenue to cover the budgeted obligations during the 2022-2023 fiscal year. Budgeted funds not expended by the LEDC during FY-2022-2023 would remain with the City and no longer obligated toward this agreement.

EXHIBITS: FY-2022-2023 Agreement with Attachments A & B [Performance Measures & Budget]

KEY ISSUES: N/A

FUNDING SOURCE: Hotel/Motel Tax and 2019 CIP

STAFF RECOMMENDED COUNCIL ACTION: Approve an Agreement between the Lawton Economic Development Corporation and the City of Lawton to fund activities designed to encourage, promote and foster economic/industrial development in the City of Lawton, and authorize the Mayor and City Clerk to execute the Agreement.

**PROFESSIONAL SERVICES AGREEMENT WITH THE LAWTON ECONOMIC
DEVELOPMENT CORPORATION
FOR ECONOMIC AND INDUSTRIAL DEVELOPMENT SERVICES
FY 2022-2023**

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

WITNESSETH:

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

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

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

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

The Council subsequently passed Resolution No. 20-28 modifying its administrative intent by in part reducing the amount available for industrial development/retention to \$28,750,000.00, and said intent continues as set forth in Resolution No. 22-59 [the most recent resolution of intent]; and

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

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

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

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

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

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

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

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

WHEREAS, it is within the legal discretion of the Council of the City to choose contractors to render professional services to the City, and the City desires to exercise its legal power to contract and to enter into this Agreement with LEDC to provide the economic/industrial development professional services outlined and described in the Agreement for the 2022-2023 Fiscal Year ("FY 2022-2023"); and

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

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

SECTION 1. DEFINITIONS.

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

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

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

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

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

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

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

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

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

SECTION 2. LEDC TO PROVIDE PROFESSIONAL SERVICES.

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

SECTION 3. SCOPE OF WORK.

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

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

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

SECTION 4. RESPONSIBILITIES OF LEDC.

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

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

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

SECTION 5A. PAYMENT FOR SERVICES RENDERED.

A. The LEDC shall, sixty (60) days prior to the beginning of the City's next fiscal year, submit an annual budget for approval by the City. The budget for the 2022-2023 fiscal year is attached hereto and incorporated herein as Attachment B.

B. The City agrees to provide funds to LEDC in the amount specified in their approved budget for the services to be performed under this Agreement from the proceeds of the Hotel/Motel and 2019 Sales Tax Initiative collected and received by the City and allocated to this Agreement, subject to the limitations set forth herein. For the 2022-2023 fiscal year, the funds provided to LEDC under this Agreement shall not exceed Seven Hundred and Seventy-Five Thousand and Three Hundred Dollars (\$775,300.00) to be comprised of Three Hundred and Thirteen Thousand Dollars (\$313,000.00) from proceeds of the Hotel/Motel tax collections and Four Hundred and Sixty-Two Thousand, Three Hundred Dollars (\$462,300.00) from the 2019 Sales Tax Initiative. The LEDC's receipt of such funds shall be subject to the City's collection of (1) sufficient Hotel/Motel tax revenue to cover the City's budgeted Hotel/Motel tax obligations, and (2) sufficient Sales tax revenue to cover the City's budgeted Capital Improvement/operational expenditures Sales tax

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

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

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

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

F. Revenue generated by the expenditure of 2019 sales tax funds shall maintain the same spending restrictions as those of Resolution 22-59 and must be recorded as income on the Monthly Report. All revenue not expended before June 30 of the contract year, which LEDC received or would have received from the City for services performed under this Agreement, shall remain in the City's 2019 Sales Tax Initiative account and no longer be obligated towards the purposes of this agreement.

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

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

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

SECTION SB. ECONOMIC DEVELOPMENT (RESERVE) FUND.

In accordance with City Council Resolution 22-97, all unexpended appropriations of the City's Hotel Tax shall be transferred to the Economic Development Fund created by the Resolution on June 30 of each fiscal year. As specified in Section 5A of this Agreement, all Hotel/Motel tax revenue appropriated to LEDC under this Agreement, but not expended by LEDC before June 30 of the contract year, shall be deposited into this fund as required by the Resolution. The expenditure of funds from the Economic Development Fund will follow the procedures set forth in the Resolution.

SECTION 6. CITY COUNCIL.

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

SECTION 7. **REPORTS.**

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

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

The Monthly Reports shall contain the following elements:

1. Narrative Overview briefly outlining:
 - a. Major accomplishments;
 - b. Performance measures and related explanations as to why the measure was met or not; and
 - c. Major work to be undertaken in the next quarter.
2. FY 2022-2023 Scope of Work and Goals, updated to show the quantitative progress toward each stated goal; and
3. Attachments or information needed to fully inform the City Council concerning the status of each program service being performed or as may otherwise be requested by the City.
4. Examples of the latest media reports or marketing materials used to promote the economic/industrial development activities undertaken on behalf of the City.

B. Annual Report: The Annual Report is due by August 31, 2023, and shall include the following elements:

1. The Annual Report shall be in writing and include an oral summary on the entire Scope of Work and all work performed under this Agreement, and it shall be presented by LEDC to the City Council not later than August 31, 2023. The Annual Report shall: detail the year's accomplishments under each Goal and Performance Measure; compare actual activities and accomplishments with the stated Goals and Performance Measures; identify and explain any significant variation from the Scope of Work; and outline recommendations, plans, and projections for FY 2023-2024 in the event the City has decided to renew this professional services agreement.

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

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

SECTION 8. NO EXTRA WORK AND AMENDMENTS.

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

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

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

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

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

SECTION 10. **LEDC IS INDEPENDENT CONTRACTOR.**

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

SECTION 11. **ASSIGNMENT.**

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

SECTION 12. **NOTICES.**

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

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

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

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

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

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

SECTION 13. **CANCELLATION.**

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

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

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

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

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

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

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

SECTION 15. IMMIGRATION COMPLIANCE.

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

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

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

SECTION 16. ACCEPTANCE OF KICKBACKS AND GRATUITIES PROHIBITED.

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

SECTION 17. DEFEND, INDEMNIFY AND SAVE HARMLESS.

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

SECTION 18. INSURANCE.

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

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

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

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

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

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

SECTION 19. WHOLE AGREEMENT.

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

SECTION 20. AMENDMENT.

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

SECTION 21. EFFECTIVE DATE, TERM, AND TIME.

A. This Agreement shall become effective as of July 1, 2021, and shall supersede any prior agreements between the parties. The LEDC shall complete all work and services to be performed hereunder by June 30, 2023, except as otherwise specifically provided.

B. This Agreement may be subsequently renewed annually upon mutual agreement of the parties. The LEDC will submit its FY 2023-2024 Program Proposal, Performance Measures and Budget no later than April 2023. An oral presentation of the Program Proposal will be made to the City no later than May 15, 2023.

IN WITNESS WHEREOF, the Lawton Economic Development Corporation adopts and approves this Agreement this ____ day of August, 2022.

**LAWTON ECONOMIC DEVELOPMENT
CORPORATION**

PRESIDENT

ATTEST:

SECRETARY

IN WITNESS WHEREOF, the City of Lawton adopts and approves this Agreement this _____ day of August, 2022.

CITY OF LAWTON, OKLAHOMA
A Municipal Corporation

STAN BOOKER, MAYOR

ATTEST:

TRACI L. HUSHBECK, CITY CLERK

REVIEWED as to form and legality this _____ day of _____, 2022.

JOHN RATLIFF, CITY ATTORNEY

ATTACHMENT “A”
LAWTON-FORT SILL ECONOMIC DEVELOPMENT CORPORATION
PROFESSIONAL SERVICES PLAN AND PERFORMANCE MEASURES
FY 2022-2023

INTRODUCTION

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

SUMMARY OF PROGRAM FOR FY 2022-2023

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

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

INITIATIVES/OBJECTIVES

During FY 2021-2022, the LEDC has responded to 75 Request for Proposals: 50 from the Oklahoma Department of Commerce, 17 from AEP/PSO, 8 from LEDC. Speed-to-market concerns still require a compressed start-up time for prospects; manufacturers are no longer willing to wait a year or more for us to prepare to meet their needs before they can begin construction of a facility. Knowing these facts, Insight Consulting Firm completed the site readiness review of our sites. As a result, LEDC completed extensive due diligence on Lawton sites. LEDC engaged another consulting firm, Quest, through a grant from the Oklahoma Department of Commerce, to further extend our site readiness. A mock request for information and site visit has been completed. LEDC completed a comprehensive workforce study. We also completed a redesigned website overhaul to market Lawton sites to site consultants and companies. LEDC extended the contract with Knightsbridge to obtain and secure funds on a state and federal level. LEDC led expansion efforts to an existing employer through a \$10 million capital investment, which retained 40 jobs and added 40 new jobs.

Strategic Objectives

A. Grow Lawton Area Companies and Industries

Over time job growth comes directly from companies, industries, and entrepreneurs already in the area; those who have already “bought the product” of the City of Lawton. Helping these companies

as startups expansion and prosper is a critical component of the LEDC's economic development plan of work and supports the City of Lawton's focus on economic development.

Key Objectives:

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

Performance Measures and FY22-23 Targets



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

B. Market to Attract New Companies and Investment

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

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

Key Objectives:

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

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

Measurements for this portion of the outreach include:

Performance Measure	FY22-23 Target
Jobs/Wages: Number of jobs and average wage from recruitment efforts.	700 jobs over five years (200 annually); Wages 11% higher than average area wage (\$40,000)
Recruitment: Maintain the number of active leads and prospects each year.	24 leads annually 100 prospects annually
Investment: Company capital investment resulting from Corporation assistance.	\$82 million over five years (\$16.4 million annually)
Lead Development Efforts: Assist with the generation of project leads by maintaining contact with national site consultants and real estate executives; also contact with corporations, both domestic and internationally.	Contact 75 national site consultants and real estate executives annually Contact 20 corporations annually
Marketing: Increase visitors to the website and Social Media.	100,000 (15%) increase year over year
Public Relations: Number of stories pitched/placed and assisted.	Minimum of 12 national media stories

C. Seize Lawton Area Opportunities

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

Key Objective:

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

Retail

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

Site-Readiness Industrial Park Development

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

The City, County and LEDC continue to collaborate on enhancing our industrial park

competitiveness. We strategically engaged engineering and resource studies to move our community in the right direction. As with many other aspects of economic development, a strategy involving engagement with area developers/real estate contacts as well as outreach to developers of national stature active in other markets should be a component of implementing the study.

Performance Measure	FY 22-23 Target
Create and maintain a website that will increase awareness of the development opportunities in the City of Lawton.	Site will include demographic and market area information, testimonials, available sites/commercial districts, quality of life and place amenities, and other resources.
Comanche County Industrial Development Plan	Continue working on implementing the infrastructure plan, create a Steering Committee established to document the best and least cost alternatives for the development of additional “shovel ready” industrial sites.

METRICS SUMMARY

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

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

Performance Metrics	Five Year Targets	+Five Year Actuals to Date (Year 2 of 5-year program)	2021-2022 Targets	2021-2022 Actuals
New jobs resulting from Corporation assisted projects (BRE + Recruitment)	1,000	399	200	40*
Average salary of new jobs	11% above average MSA wage = \$40,000	\$58,000	11% above average MSA wage = \$40,000	\$40,000*
Capital investment into the community from Corporation-assisted projects	\$82 million	\$70 million	\$16.4 million	\$10 million*
Increase in tax base from Corporation-assisted companies and efforts	\$16.5 million	\$15 million	\$3.3 million	\$3 million*
Innovation and Entrepreneurship	50 new products/services	6	10 new products/services	2*

*Note: Reported numbers are through June 30, 2022

LAWTON-FORT SILL ECONOMIC DEVELOPMENT CORPORATION

LINE ITEM	HOTEL/MOTEL	CIP	OPERATIONS	LAUNCH	2022-2023
				LAWTON	BUDGET
REVENUE					
Hotel/Motel	\$313,000.00				\$313,000.00
CIP		\$462,300.00			\$462,300.00
Private Funding Initiative/LaunchLawton				\$11,000.00	\$11,000.00
Interest Income			\$800.00		\$800.00
Luncheon/Mtg			\$3,000.00		\$3,000.00
Donated			\$250.00		\$250.00
Sponsorships			\$22,500.00		\$22,500.00
TOTAL REVENUE	\$313,000.00	\$462,300.00	\$26,550.00	\$11,000.00	\$812,850.00
OPERATING					
Payroll		\$350,000.00			\$350,000.00
Health/Dental/Life		\$22,000.00			\$22,000.00
Retirement		\$9,500.00			\$9,500.00
Payroll Taxes		\$27,000.00			\$27,000.00
TOTAL PAYROLL		\$408,500.00			\$408,500.00
LAND ACQUISITION					
Note Payable 235	\$30,000.00				\$30,000.00
Interest Expense 235	\$37,000.00				\$37,000.00
TOTAL LAND ACQUISITION	\$67,000.00				\$67,000.00
ADMINISTRATION					
Bank Charges	\$625.00				\$625.00
Computer Equip Maint	\$2,000.00				\$2,000.00
Depreciation Expense			\$3,200.00		\$3,200.00
Industrial Park	\$4,025.00	\$53,800.00	\$12,150.00		\$69,975.00
Insurance (E&O)	\$1,500.00				\$1,500.00
Maint & Repairs	\$6,000.00				\$6,000.00
Meals/Luncheon	\$4,000.00		\$1,000.00		\$5,000.00
Mileage/Travel (in-state)	\$7,000.00				\$7,000.00
Office Supplies (water,coffee,business cards, etc.)	\$6,475.00				\$6,475.00
Postage	\$700.00				\$700.00
Professional Dues/Subscriptions	\$13,000.00				\$13,000.00
Professional Fees - Accounting	\$20,000.00				\$20,000.00
Professional Fees - Legal	\$42,000.00				\$42,000.00
Rent Expense			\$10,100.00		\$10,100.00
Research Studies	\$8,500.00				\$8,500.00
Small EQIP Purchases (computers, printers, etc.)	\$3,000.00				\$3,000.00
Strategic Consulting	\$9,000.00				\$9,000.00
Telecommunications (Cell Phone)	\$2,000.00				\$2,000.00
Training-Professional Development	\$6,500.00				\$6,500.00
Travel-Professional Dev	\$4,000.00				\$4,000.00
Website	\$1,000.00				\$1,000.00
TOTAL ADMINISTRATION	\$141,325.00	\$53,800.00	\$26,450.00	\$0.00	\$221,575.00
ADVERTISING AND MARKETING					
Economic Review-Copying/Printing	\$6,000.00				\$6,000.00
Economic Review Expenses	\$10,500.00			\$4,500.00	\$15,000.00
Meetings-Prospects,Consultants/ODOC/Industry	\$17,000.00			\$1,000.00	\$18,000.00
Prospect & Consultant Travel	\$2,925.00			\$600.00	\$3,525.00
Annual ED Luncheon - Food/Location			\$100.00	\$4,900.00	\$5,000.00
Marketing & Advertising	\$13,500.00				\$13,500.00
Promotional Items	\$4,000.00				\$4,000.00
Tradeshow & Conference Registration	\$19,500.00				\$19,500.00
Tradeshow & Conference Travel	\$31,250.00				\$31,250.00
TOTAL ADVERTISING & MARKETING	\$104,675.00	\$0.00	\$100.00	\$11,000.00	\$115,775.00
TOTAL EXPENSES	\$313,000.00	\$462,300.00	\$26,550.00	\$11,000.00	\$812,850.00



City of Lawton

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

Commentary

File #: 22-495

Agenda Date: 8/9/2022

Agenda No: 11.

ITEM TITLE:

Considering approving a resolution amending Appendix A, Chapter A-19, Article A-19-7, Schedule of Fees and Charges, Lawton City Code, 2015, by adding adult softball registration fees, increasing the rental fees for athletic field rentals and reorganizing and simplifying said athletic field rental fees within the fee schedule, and authorizing the Mayor and City Clerk to execute the resolution.

INITIATOR: Christine James, Parks & Recreation Director

STAFF INFORMATION SOURCE: Christine James, Parks & Recreation Director

BACKGROUND: It recently came to the attention of the Parks & Recreation Department staff that the registration fees for adult softball had been inadvertently removed from the fee schedule. Adult softball registration is currently open and being advertised at the same rate as last year; \$215/team for fall registration and \$385/team for spring registration. The difference in price is due to the number of games played and the length of season.

In an effort to cover the cost of staff time, equipment and utilities related to athletic field rentals, it has been determined that a rate increase is required. This resolution also reorganizes the athletic field rental fees making just one fee regardless of location or use and places the fees next to the other sports fees within the fee schedule. The current athletic field rental fee ranges from \$25/hour to \$74.75/field. The new rental fee would be \$50/hour/field or \$250/day/field regardless of complex with additional costs for amenities such as lights and field prep.

EXHIBIT: Res 22-____

KEY ISSUES: N/A

FUNDING SOURCE: N/A

STAFF RECOMMENDED COUNCIL ACTION: Approve a resolution amending Appendix A, Chapter A-19, Article A-19-7, Schedule of Fees and Charges, Lawton City Code, 2015, by adding adult softball registration fees, increasing the rental fees for athletic field rentals and reorganizing and simplifying said athletic field rental fees within the fee schedule, and authorize the Mayor and City Clerk to execute the resolution.

RESOLUTION NO. 22-__

A RESOLUTION AMENDING APPENDIX A, CHAPTER A-19, ARTICLE A-19-7, SCHEDULE OF FEES AND CHARGES, LAWTON CITY CODE, 2015, BY ADDING ADULT SOFTBALL REGISTRATION FEES, INCREASING THE RENTAL FEES FOR ATHLETIC FIELD RENTALS AND REORGANIZING AND SIMPLIFYING SAID ATHLETIC FIELD RENTAL FEES WITHIN THE FEE SCHEDULE.

WHEREAS, Section 1-205, Chapter 1, Lawton City Code, 2015, provides that fees and charges shall be set by resolution;

WHEREAS, it has come to the attention of the Parks and Recreation Department staff that the registration fees for adult softball were inadvertently removed from the fee schedule and that this resolution would re-establish the fees that are currently being advertised;

WHEREAS, in an effort to cover the staff time and utility cost associated with athletic field rentals, it has been determined that a fee increase is required;

WHEREAS, in an effort to simplify the fees for athletic field rentals it was determined that the rental fees should be the same no matter the location of the field and that there should not be a difference between tournament rentals and practice rentals;

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

SECTION 1. Appendix A, Schedule of Fees and Charges, Lawton City Code, 2015, as amended, is further amended to read as follows:

Article A-19-7 Miscellaneous provisions.

SPORTS AND AQUATICS GENERAL FEES AND CHARGES

<u>19-702</u>	<u>Adult Softball</u>	
19-702	League Sanctioning Fees per team	\$34.50 <u>\$35.00</u>
	<u>Adult Softball Registration Fee, Spring (April-June), per team</u>	<u>\$385.00</u>
	<u>Adult Softball Registration Fee, Fall (July-October), per team</u>	<u>\$215.00</u>
	<u>Adult Softball Late Registration Fee, per team, in addition to registration fee</u>	<u>\$50.00</u>
<u>19-702</u>	<u>Youth Sports</u>	
19-702	All Youth Sports Fees (for Basketball, Mighty Mites Basketball, Baseball, Softball, T-Ball, Coach Pitch, Machine Pitch, Volleyball, Football, Flag Football, Cheerleading) will be charged per player for each sport in which the player participates. Youth Sport <u>Registration Fee per player, per sport</u>	\$28.75

19-702	Late fee per player, per sport in which the player participates, in addition to registration fee.	\$5.75
19-702	<u>Athletic Field Rental</u>	
	<u>Field Rental Fee, per hour, per field (2 hour minimum)</u>	<u>\$50.00 per hour</u>
	<u>Field Rental Fee, per field, per day</u>	<u>\$250.00 per day</u>
	<u>Light Fee, per hour, per field (2 hour minimum), in addition to field rental</u>	<u>\$25.00 per hour</u>
	<u>Field Prep set-up to include but not limited to stripping, dragging, etc.</u>	<u>\$75.00 x # of fields</u>
	<u>Diamond Dry (applied), per field</u>	<u>\$50.00</u>
19-702	Municipal Swimming Pool Rental (May—Aug)	
	Up to 25 persons—(2 hr minimum, 1 lifeguard)—per hour Note: Portions of the pool may be closed to limit the area of supervision suitable for 1 lifeguard	\$50.00
	26—50 persons—(2 hr minimum, 2 lifeguards)—per hour	\$70.00
	51 to 75 persons—(2 hr minimum, 3 lifeguards)—per hour	\$90.00
	76 to 135 persons—(2 hr minimum, 4-5 lifeguards)—per hour	\$110.00
	Note: Pool reservations may be made outside of posted public operational hours. Reservations shall be for a minimum of two hours. All private reservations must end by 10:30 p.m. No Monday reservations, (Maintenance Day).	
19-702	Municipal Pool Daily Admission (May—Aug) Seniors-65 years old or older Adults-14 years old to 64 years old Children-5 years old to 13 years old	 \$2.00 \$5.00 \$2.00
	(Children under 5 years of age are admitted free when accompanied by a paying adult over the age of 18 years old)	
19-702	Municipal Pool Punch Card (13 Admissions)	\$50.00
19-702	Athletic Field Rental Tournament Rentals (All year)	
	B. Grand View United Sports Complex—per field	
	C. Ahlschlager Sports Complex—per field	
	Friday: 6:00 p.m. to 11:00 p.m.—(Ref. Above A, B, C)	\$51.75
	Saturday: 8:00 a.m. to 11:00 p.m.—(Ref. Above A, B, C)	\$74.75

	Sunday: 8:00 a.m. to 11:00 p.m.— (Ref. Above A only)	\$51.75
	Sunday: 8:00 a.m. to 11:00 p.m.— (Ref. Above B and C only)	\$74.75
	The following additional services, if requested, may be provided by a per service, per day, per field reservation.	
	1. In field dragged and re-lined between group of games. Decision made on an "as needed" basis, to be decided by Parks & Recreation Staff	\$51.75 x # of fields
	2. Water jugs and cups provided in dugouts with ice.	\$28.75 x # of fields
	3. Diamond Dry (applied)	\$11.50 x # of fields
	4. Scoreboard, tables, extra bleachers, pa system	\$17.25 x # of fields
19-702	Athletic Field "Special Events" Rental (All Year) per field	\$86.25
	Note: Reservations will be \$75.00 per field for one to four hours. Additional use will be based at the same price per field and per hours used.	
19-702	Athletic Field Rental for Adult Softball Team Practice (McMahon Complex only)	
	Field Rental Fee, per hour, per field (2 hour minimum)	\$25.00 per hour
	Light fee, per hour, per field (2 hour minimum), in addition to field rental	\$15.00 per hour

* Late Fee: Each specific sport has a calendar of events which designates coach's meetings, coach's certification classes, dates in which to turn in player contract cards and rosters, along with designated team registration dates. Late fee charges are imposed when teams exceed the designated registration period noted on the sports specific calendar. The Division supervisor has the flexibility to waive the late fee charge when it is in the best interest of the department or program to keep the league viable and productive.

~~** Out of Town Teams: Out of town teams are defined as those school organizations that do not permanently reside within the city limits of Lawton, Oklahoma. Out of town teams are not allowed to participate in our basketball and volleyball programs due to the utilization of Lawton public schools' facilities. However, we do accept and allow out of town teams to participate in our football and baseball programs upon approval and authorization from the Lawton parks and recreation staff, as well as the parks and recreation commission board.~~

SECTION 2. EFFECTIVE DATE. The provisions of this resolution shall be in full force and effective on the ____ day of _____, 2022.

PASSED and **APPROVED** by the Mayor and Council of the City of Lawton, Oklahoma, this ____ day of _____, 2022.

STANLEY BOOKER, MAYOR

ATTEST:

TRACI L. HUSHBECK, CITY CLERK

APPROVED as to form and legality this _____ day of _____, 2022.

JOHN RATLIFF, CITY ATTORNEY



City of Lawton

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

Commentary

File #: 22-439

Agenda Date: 8/9/2022

Agenda No: 12.

ITEM TITLE:

Consider approving the revised and updated FY 2023 Memorandum of Understanding between the City of Lawton and the Lawton Metropolitan Planning Organization for metropolitan transportation planning, noting the increase in budgeted funds as approved by the Oklahoma Department of Transportation.

INITIATOR: Janet Smith, Community Services Director

STAFF INFORMATION SOURCE: Janet Smith, Community Services Director and Jonathan Stone, Transportation Planner

BACKGROUND: The City Council approved the proposed FY2023 Memorandum of Understanding (MOU) between the Lawton Metropolitan Planning Organization (LMPO) and the City of Lawton (COL) on June 28, 2022. This revised FY2023 MOU updates work projects to include the 2050 Land Use Plan and sets out the process of filing claims against the Transportation Planning (PL) grant and providing for reimbursement to the City of Lawton. The initial costs will be funded by the City of Lawton and/or the LMPO and then reimbursed by the Oklahoma Department of Transportation (ODOT) to the LMPO. The LMPO will reimburse the COL the amount received minus expenses paid by the LMPO. The PL funds are federal funds that are used to reimburse up to 80% of qualified work projects, identified in the Unified Planning Work Program (UPWP) and the remaining 20% will be provided by the COL through the LMPO. Based on the distribution formula approved by ODOT and the other MPOs in the state, the Fiscal Year 2022 PL funds are \$172,937 plus PL carryover funds in the amount of \$186,259. The amount of PL funds applied for in FY 2023 is \$260,717 to reflect the addition of a project for the 2050 Land Use Plan to the LMPO's UPWP. The LMPO received approval from ODOT for the allocation of funds to produce the upcoming 2050 Land Use Plan. Through this MOU the LMPO agrees to reimburse the City of Lawton an amount not to exceed \$252,717 in Transportation Planning grant funds apportioned in FY 2023, within ninety days of the end of the fiscal year. This payment and previous year's payments can be delayed by the LMPO Director if there is concern that the reimbursement might negatively impact the operating account of the LMPO creating an unbudgeted liability on the City of Lawton.

The LMPO Policy Board will consider approval of the revised and updated FY 2023 MOU at a Special Meeting on August 9, 2022.

EXHIBIT: Updated Memorandum of Understanding between LMPO and the City of Lawton

KEY ISSUES: N/A

FUNDING SOURCE: PL (80%) and City of Lawton (20%)

STAFF RECOMMENDED COUNCIL ACTION: Approve the revised and updated Memorandum of Understanding between the City of Lawton and the LMPO for Metropolitan Transportation Planning for Fiscal Year 2023.

**A Memorandum of Understanding
between the
Lawton Metropolitan Planning Organization
and the City of Lawton
for the Lawton Metropolitan Area Transportation Study**

I. PARTIES AND PURPOSE

This Memorandum of Understanding (MOU) by and between, the Lawton Metropolitan Planning Organization (LMPO) and the City of Lawton, Oklahoma, for and in consideration of the mutual promises herein stated, establishes the Fiscal Year (FY) 2023 continuing phase of the Lawton Metropolitan Area Transportation Study to maintain a comprehensive, continuing and cooperative metropolitan transportation planning process compatible with community goals at a minimum expense. A portion of funding for transportation planning is provided by the United States Department of Transportation, Federal Highway Administration (FHWA) and the Federal Transit Administration (FTA), through the Oklahoma Department of Transportation (ODOT) to the LMPO.

The purpose of this Memorandum of Understanding is to provide financial support for the transportation planning activities in the Lawton Metropolitan Area as set forth in the Unified Planning Work Program (UPWP). The UPWP for FY 2023 details the work to be accomplished in the metropolitan transportation planning process, identifying who will do the works and the products.

The provisions of this MOU shall become effective on the first day of July, 2022, or on the day Federal financial support is authorized by FHWA and FTA, whichever comes later, and shall be in effect through June 30, 2023, unless terminated earlier upon sixty (60) days written notice by either the LMPO or the City of Lawton.

II. FINANCING

The FHWA PL funds are federal funds and will reimburse up to 80% of qualified work (identified in the UPWP) the remaining 20% will be provided by the City of Lawton through the LMPO. Based on an agreed upon distribution formula approved by ODOT and the other MPOs in the state the Fiscal Year 2022 PL funds are \$172,937 plus PL carryover funds in the amount of \$186,259. The amount of PL funds applied for in FY 2023 is \$260,717.

These funds are provided on a reimbursement basis. Expenses incurred by the LMPO for the projects listed in the UPWP will be subtracted from the grant prior to reimbursement to the City of Lawton within ninety days of the end of the fiscal year to ensure funds are available throughout the fiscal year. These projects will be funded 80% FHWA PL grant and 20% City of Lawton.

The LMPO agrees to reimburse the City of Lawton an amount not to exceed \$252,717 in transportation planning grant funds apportioned in FY 2023 within ninety days of the end of the fiscal year, this payment and previous year's payments can be delayed by the LMPO director if there is concern that the reimbursement might negatively impact the operating account of the LMPO creating an unbudgeted liability on the City of Lawton.

To timely complete and submit to the City its annual audit. The LMPO understands and agrees that if the LMPO does not file a copy of its annual audit within 90 days of the end of

the fiscal year, the City's Director of Finance shall notify the City Manager who may at his or her discretion take any appropriate action until the audit report is filed with the City.

III. PURCHASES

The LMPO through this MOU agrees to the following:

- Provide a portion of the initial funding for expenses related to transportation planning activities.

The City of Lawton through this MOU agrees to the following:

- Provide a portion of the initial funding for expenses related to transportation planning activities.
- Provide the local matching funds.

City of Lawton

Lawton Metropolitan Planning Organization

Stanley Booker, Mayor

Stanley Booker, Chairman

ATTEST:

ATTEST:

Traci Hushbeck, City Clerk

Janet Smith, Director

Approved as to FORM and LEGALITY this ____ day of _____, 2022.

CITY ATTORNEY



City of Lawton

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

Commentary

File #: 22-487

Agenda Date: 8/9/2022

Agenda No: 13.

ITEM TITLE:

Consider approving a resolution amending the City of Lawton FY22-23 budget by appropriating up to \$1,547,164.13 to Engineering's Special Revenue Fund Construction, Improvements and Additions account to fund the replacement of existing sidewalks and construction of new sidewalks throughout the City.

INITIATOR: Joe Don Dunham, Finance Director

STAFF INFORMATION SOURCE: Joe Don Dunham, Finance Director

BACKGROUND: Ordinance No. 22-15, passed on June 14, 2022, amended City Code Section 10-2-205 by eliminating the reference to a "LETA" account and instead stating that tax collected from the sale of medical marijuana and medical marijuana products shall be deposited in a separate City account. LETA paid the City of Lawton \$1,087,034.13, which was the balance of LETA's medical marijuana account. The City estimates it will collect an additional \$460,130.00 in tax from the sale of medical marijuana and medical marijuana products. A budget amendment is needed to appropriate up to \$1,547,164.13 to fund the replacement of existing sidewalks and construction of new sidewalks throughout the City.

EXHIBIT: Resolution No. 22-_____

KEY ISSUES: None

FUNDING SOURCE: Medical marijuana funds previously held by LETA; Sales tax collected from the sale of medical marijuana and medical marijuana products during FY23

STAFF RECOMMENDED COUNCIL ACTION: Approve Resolution No. 22-_____ amending the FY22-23 budget by appropriating up to \$1,547,164.13 to Engineering's Special Revenue Fund Construction, Improvements, and Additions account to fund the replacement of existing sidewalks and construction of new sidewalks throughout the City.

**CITY OF LAWTON, OKLAHOMA
RESOLUTION NO. 22-_____**

A RESOLUTION AMENDING RESOLUTION NO. 22-87, WHEREBY THE CITY OF LAWTON, OKLAHOMA BUDGET FOR FISCAL YEAR 2022-2023 WAS ORIGINALLY ADOPTED, TO APPROPRIATE UP TO ONE MILLION FIVE HUNDRED FORTY-SEVEN THOUSAND ONE HUNDRED SIXTY-FOUR AND 13/100 DOLLARS (\$1,547,164.13) TO ENGINEERING'S SPECIAL REVENUE FUND CONSTRUCTION, IMPROVEMENTS AND ADDITIONS ACCOUNT TO FUND THE REPLACEMENT OF EXISTING SIDEWALKS AND CONSTRUCTION OF NEW SIDEWALKS THROUGHOUT THE CITY.

WHEREAS, the City of Lawton has adopted the provisions of the Oklahoma Municipal Budget Act (the Act) in 11 O.S. Sections 17-201 through 17-216; and

WHEREAS, the City Manager prepared a budget for the fiscal year ending June 30, 2023 (FY 2022-2023) consistent with the Act; and

WHEREAS, the Act in section 17-215 provides for the City Manager of the City, or designee, as authorized by the governing body, to transfer any unexpended and unencumbered appropriation from one department to another within the same fund; and

WHEREAS, the budget was formally presented to the Lawton City Council at least 30 days prior to the start of the fiscal year in compliance with Section 17-205; and

WHEREAS, the City of Lawton City Council conducted a Public Hearing at least 15 days prior to the start of the fiscal year, and published notice of the Public Hearing in compliance with Section 17-208 of the Act; and

WHEREAS, Resolution No. 22-87 approved the City of Lawton, Oklahoma budget for Fiscal Year 2022-2023, and established budget amendment authority; and

WHEREAS, Ordinance No. 22-15 amended City Code Section 10-2-205 by eliminating the reference to a "LETA" account and instead stating that tax collected from the sale of medical marijuana and medical marijuana products shall be deposited in a separate City account; and

WHEREAS, LETA paid the City of Lawton One Million Eighty-Seven Thousand Thirty-Four and 13/100 Dollars (\$1,087,034.13), which was the balance LETA's medical marijuana account; and

WHEREAS, the City of Lawton estimates it will collect Four Hundred Sixty Thousand One Hundred Thirty and 00/100 Dollars (\$460,130.00) in tax from the sale of medical marijuana and medical marijuana products; and

WHEREAS, a budget amendment is needed to appropriate up to One Million Five Hundred Forty-Seven Thousand One Hundred Sixty-Four and 13/100 Dollars (\$1,547,164.13) to Engineering's Special Revenue Fund Construction, Improvements, and Additions account to fund the replacement of existing sidewalks and construction of new sidewalks throughout the City.

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

SECTION 1. The City Council does hereby amend the FY 2022-2023 Budget originally adopted on the 24th day of May, 2022, for the purpose of increasing appropriations in account 2006001-53020 up to One Million Five Hundred Forty-Seven Thousand One Hundred Sixty-Four and 13/100 Dollars (\$1,547,164.13) to fund the replacement of existing sidewalks and construction of new sidewalks throughout the City.

SECTION 2. The City Council does hereby authorize the City Manager to transfer any unexpended and unencumbered appropriations, at any time throughout FY 2022-2023 from one line item to another, one object category to another within a department, or one department to another within a fund, without further approval by the City Council.

SECTION 3. All supplemental appropriations or decrease in the total appropriation of a fund shall be adopted at a meeting of the City Council and filed with the State Auditor and Inspector.

ADOPTED AND APPROVED, by the City Council of Lawton this 9th day of August, 2022.

(SEAL)

STANLEY BOOKER, MAYOR

ATTEST:

TRACI L. HUSHBECK, CITY CLERK

APPROVED as to form and legality this ____ day of August, 2022.

JOHN RATLIFF, CITY ATTORNEY



City of Lawton

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

Commentary

File #: 22-194

Agenda Date: 8/9/2022

Agenda No: 14.

ITEM TITLE:

Consider approving an agreement between the City of Lawton and the Department of Transportation of the State of Oklahoma Project Number TAP3-2988(004) TP, State Job Number 32988(04)(05), which consists of Pedestrian/Bike improvements for the City Project Number EN1604 East Gore Blvd/I-44 Pedestrian Bridge.

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

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

BACKGROUND: In a letter dated October 4, 2016, the Oklahoma Department of Transportation (ODOT) awarded the City of Lawton Transportation Alternatives funding for the East Gore Boulevard/ I-44 Pedestrian Bridge. This project was projected to cost \$1,300,000 with ODOT providing \$700,000 requiring the City to provide the remaining \$600,000 match. On August 22, 2017, Council authorized the use of unencumbered and available 2008 and 2012 CIP sales tax funds, 2015 STE ADA Compliance funds and Fund 35 Bicycle Path/Trailway funds for the City's \$600,000 match for the Project No. EN1604 East Gore Boulevard/ I-44 Pedestrian Bridge; State Project TAP3-2988(004) TP, JP No 32988(04). Staff interviewed ODOT approved design firms for the design of the bridge on March 8, 2018 and recommended CEC as the most qualified firm to ODOT. ODOT had negotiated a design fee in the amount of \$191,911 for the design of the project, \$153,529 federally funded (80%) out of \$700,000 and matched by the City at \$38,382 (20%). The City has already deposited \$38,382 with ODOT to pay CEC.

This agreement formalizes the commitment between the City of Lawton and ODOT for the completion of the project. Considering the recent increase in construction costs and materials, ODOT has consented to contribute additional funds towards the construction of this project. ODOT shall be responsible for advertising, awarding the construction contract, furnishing construction management and inspection services. The ODOT will include 6% inspection services fees based on the construction bid price. Federal STP funds will be used by ODOT to finance this project in an amount not to exceed 54% construction share and the City will provide the balance. The Federal Cap on the overall project including design and construction shall be \$1,163,863 based on the estimated cost. It is understood by the City and the Department that the funding participation stipulated herein the agreement may be altered due to bid prices, actual construction supervision costs and non-participating costs incurred during construction. A refund will then be made by the Department to the City or additional funding will be requested. The City will be responsible for the Project Design, Right of Way Acquisition, Utility Relocation, and payment of the Project Matching Funds and Non-Participating Construction Costs. Currently city has \$400,000 funding available in the project accounts and requires additional funds to fund this project based on the estimated cost.

EXHIBIT: Urban Funding Agreement

KEY ISSUES: This agreement is required by ODOT in order for the project to proceed and receive federal funding.

FUNDING SOURCE: 2019 CIP, ADA Compliance Improvement Fund, and Federal Funds

STAFF RECOMMENDED COUNCIL ACTION: Approve an agreement between the City of Lawton and the Department of Transportation of the State of Oklahoma Project Number TAP3-2988(004) TP, State Job Number 32988 (04)(05), which consists of Pedestrian/Bike improvements for the City Project Number EN1604 East Gore Blvd/I-44 Pedestrian Bridge.



City of Lawton

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

Commentary

File #: 22-467

Agenda Date: 8/9/2022

Agenda No: 15.

ITEM TITLE:

Consider authorizing staff to issue a letter of intent to cancel CL22-028 Cationic Polymer contract with Hawkins, Inc. due to product incompatibility with current treatment plant infrastructure and authorize staff to rebid the contract.

INITIATOR: Rusty Whisenhunt, Director of Public Utilities

STAFF INFORMATION SOURCE: Rusty Whisenhunt, Director of Public Utilities

BACKGROUND: Cationic Polymer is used as a filter aid to remove turbidity from the finished water at both the Medicine Park Water Treatment plant and the Southeast Water Treatment Plant. Turbidity is clarity of the finished water. CL22-028 Cationic Polymer was awarded to Hawkins Inc. on February 22, 2022, based on their submitted bid packet. At the time of award, it was not known that the product would be incompatible with current treatment plant systems. Upon receipt of the product, it was determined that upgrades and modifications to the current chemical feed, storage, and conveyance process would be necessary and would cost thousands to complete. Subsequently, the contract specifications were reviewed and updated. The Department recommends that it would be in the best interest of the City of Lawton to cancel the current contract and requests Council to authorize staff to issue a letter of intent to cancel rebid with the updated specifications.

EXHIBIT: Department Recommendation, Notice of Termination

KEY ISSUES: Does Council wish to authorize staff to issue a letter of intent to cancel CL22-028 Cationic Polymer contract with Hawkins, Inc. due to product incompatibility with current treatment plant infrastructure and authorize staff to rebid the contract?

FUNDING SOURCE: N/A

STAFF RECOMMENDED COUNCIL ACTION: Authorize staff to issue a letter of intent to cancel CL22-028 Cationic Polymer contract with Hawkins, Inc. due to product incompatibility with current treatment plant infrastructure and authorize staff to rebid the contract.



City of Lawton

Department of Public Utilities

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

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

To: Maegan Dowlen, Municipal Securities Disclosure Coordinator
From: David Hastings, Plants Superintendent
CC: Carl Gray, Deputy Director of Public Utilities
Thru: Rusty Whisenhunt, Director of Public Utilities *WJW*
Subject: CL22-028 Cationic Polymer Contract Cancellation
Date: July 21, 2022

It is recommended to cancel and rebid the above referenced contract. The product from Hawkins is not compatible with our current feed, storage, and conveyance system and will require major modification within our facilities. Quantities will remain the same; contract purchases are estimated to be greater than \$75,000 per fiscal year.

The award to Hawkins, Inc. for the product provided does not meet the approved and required chemical we have in place for the plant water treatment process. This chemical is not compatible with our current chemical and will require modification in our feed, storage, and conveyance process. This will cost several thousand dollars in new pumps, pipework, and storage containment.

Funds are available in the Medicine Park and Southeast Water Treatment Plants Chemicals Accounts (7006509-51015 and 7006510-51015).

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



CITY OF LAWTON

FINANCE DEPARTMENT

TERMINATION NOTICE

August 10, 2022

Hawkins, Inc
Curtis Fleming
2381 Rosegate
Roseville, MN 55113

Subject: CL22-028
Cationic Polymer
Termination Date: September 8, 2022

Dear Mr. Fleming,

The above-named contract will be terminated on **September 8, 2022**. The product provided from Hawkins, Inc. does not meet the approved and required chemical in place for the plant water treatment process, therefore; the contract is no longer needed after **September 8, 2022**. According to the City of Lawton General Conditions:

“The extended contract shall, upon the signing by both parties, become a binding agreement and shall remain in force and effect until terminated by either party, provided that either party to the contract shall have the option to terminate said extended contract upon thirty days’ prior written notice of termination by one party to the other.”

Thank you for providing services to the City of Lawton and we encourage you to continue bidding on any future solicitations that you may have an interest in.

If you have any questions, please contact City of Lawton Financial Services via email at Maegan.dowlen@lawtonok.gov and Justine.guevara@lawtonok.gov.

Thank you,

JG
Justine Guevara



City of Lawton

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

Commentary

File #: 22-472

Agenda Date: 8/9/2022

Agenda No: 16.

ITEM TITLE:

Consider awarding CL22-052 Manhole Coating Product to Pipeline Video Inspection, LLC of Scottsdale, AZ.

INITIATOR: Rusty Whisenhunt, Director of Public Utilities

STAFF INFORMATION SOURCE: Rusty Whisenhunt, Director of Public Utilities

BACKGROUND: The City of Lawton solicited bids for CL22-052 Manhole Coating Product on BidSync. This product is necessary to effectively and efficiently coat new and rehabilitated manholes which extends the useable life of the manhole to 75 years. Four bids were received but only two were responsive. The nonresponsive did not meet specifications and were also higher cost. All bids were received and opened on July 12, 2022. After reviewing the bids, it is the department recommendation to award CL22-052 Manhole Coating Product to Pipeline Video Inspection, LLC of Scottsdale, AZ the lowest responsive and responsible bidder. The vendor meets all specifications.

EXHIBIT: Department Recommendation, Abstract of Bids.

KEY ISSUES: Does Council wish to award CL22-052 Manhole Coating Product to Pipeline Video Inspection, LLC of Scottsdale, AZ?

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

STAFF RECOMMENDED COUNCIL ACTION: Award CL22-052 Manhole Coating Product to Pipeline Video Inspection, LLC of Scottsdale, AZ.

ABSTRACT OF BIDS

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

Signature: Justine Guevara

IFB/RFP Number CL22-052		Date Opened: 7/12/2022		Bidder Number		Bidder Number		Bidder Number		Bidder Number	
				1		2		3		4	
IFB/RFP Title Manhole Coating Product				Timco Blasting & Coatings, Inc. 200 N Main St Bristow, OK 74010 Tel: 918-645-9148 Email: mslemp@timco-services.com Contact: Mark Slemp		Pipeline Video Inspection, LLC 9304 E Verde Grove View, Ste. 100 Scottsdale, AZ 85255 Tel: 281-861-4654 Email: mtamez@aimcompanies.com Contact: Marcus Tamez		Ace Pipe Cleaning, Inc. 6601 Universal Ave Kansas City, MO 64120 Tel: 816-241-2891 Email: bvantine@acepipe.com Contact: Bruce Vantine		Corgill Construction, Inc. P.O. Box 1235 Greenwood, AR 72936 Tel: 479-996-7021 Email: corgill@cox.net Contact: Glenda Corgill	
				Addenda Acknowledged N/A		Addenda Acknowledged N/A		Addenda Acknowledged N/A		Addenda Acknowledged N/A	
				Yes		Yes		Yes		Yes	
				Yes		Yes		Yes		Yes	
				Yes		Yes		Yes		Yes	
Delivery				No		N/A		N/A		N/A	
Corporate Seal or Notary											
Affidavit of Payments...\$25,000											
Certificate of insurance Enclosed											
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	Mobilization per trip required by City of Lawton. Complete cost for mobilization/demobilization to complete the manhole release for construction. If additional work is released for construction prior to demobilization, no additional mobilization cost will be paid.	4.00	ea	\$5,000.00		\$6,000.00		\$4,500.00		\$2,500.00	
2	New manhole preparation will include cleaning only and non substrate repairs of any existing coating and loose cement for application of finish coating.	25,000.00	SF	\$3.90		\$2.00		\$0.75		\$9.00	
3	Preparation of surface of existing manholes that require other than cleaning. Payment is based on actual area repaired, cleaning is included.	5,000.00	SF	\$23.87		\$15.00		\$8.00		\$12.00	
4	80 – 100 mil amine cured epoxy	20,000.00	SF	\$19.89		\$16.00		\$22.00		\$17.00	
5	110 – 125 mil amine cured epoxy	5,000.00	SF	\$22.20		\$18.00		\$24.00		\$17.00	



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 Administrator
From: Rusty Whisenhunt, Director of Public Utilities *WRW*
Subject: CL22-052 Manhole Coating Product
Date: July 25, 2022

It is recommended to award the requirements contract CL22-052 Manhole Coating Product to the lowest responsive and responsible bidder, Pipeline Video Inspection, LLC of Scottsdale, AZ; the vendor has met all contract requirements and price increases were in in line with Department expectations.

Funds are available in the Sewer Construction Division's 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 #: 22-485

Agenda Date: 8/9/2022

Agenda No: 17.

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

August 9, 2022

Building Development Appeals Board

Barry Ezerski, Real Estate Agent-
Mayoral Appointment
3908 NW Elm Avenue
Lawton, OK 73507
07/28/2024

Mark Mitchell, Fire Protection-
Mayoral Appointment
7137 NW Ash Avenue
Lawton, OK 73505
01/9/2024

Bryan Jones, Electrical Contractor
Mayoral Appointment
2106 SW Monroe Avenue
Lawton, OK 73501
7/26/2024

Lake and Land Commission

Austin Rabon
Mayoral Appointment
802 SW C Avenue
Lawton, OK 73501
8/10/2025



City of Lawton

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

Commentary

File #: 22-475

Agenda Date: 8/9/2022

Agenda No: 18.

ITEM TITLE:

Consider accepting the FY 2021 Performer, a financial statement analysis report of the City of Lawton, as presented by Frank Crawford of Crawford and Associates.

INITIATOR: Joe Don Dunham, Finance Director

STAFF INFORMATION SOURCE: Joe Don Dunham, Finance Director

BACKGROUND: The firm of Crawford & Associates finalized the FY 2021 Performer for the City. The Performer is a tool that is used to analyze the City of Lawton's financial health and performance over past fiscal years.

EXHIBIT: FY 2021 Performer Report

KEY ISSUES: N/A

FUNDING SOURCE: N/A

STAFF RECOMMENDED COUNCIL ACTION: Accept the FY 2021 Performer report as presented.



CITY OF LAWTON

FISCAL YEAR 2021

A Financial Statement Analysis Tool Using Indicators of Financial
Health and Success



WHAT IS THE PERFORMETER®?

- An analysis that takes a government's financial statements and converts them into useful and understandable measures of financial performance
- Financial ratios and a copyrighted analysis methodology are used to arrive at ratings from 0-10.
- The overall rating is a barometer of the entity's financial health and performance.

HOW TO USE THE PERFORMETER®

- Use the individual ratios to identify financial warning signals.
- Use the overall rating as a collective benchmark of financial health and success of the entity as a whole.
- Use the comparisons to prior years to monitor trends in financial indicators.

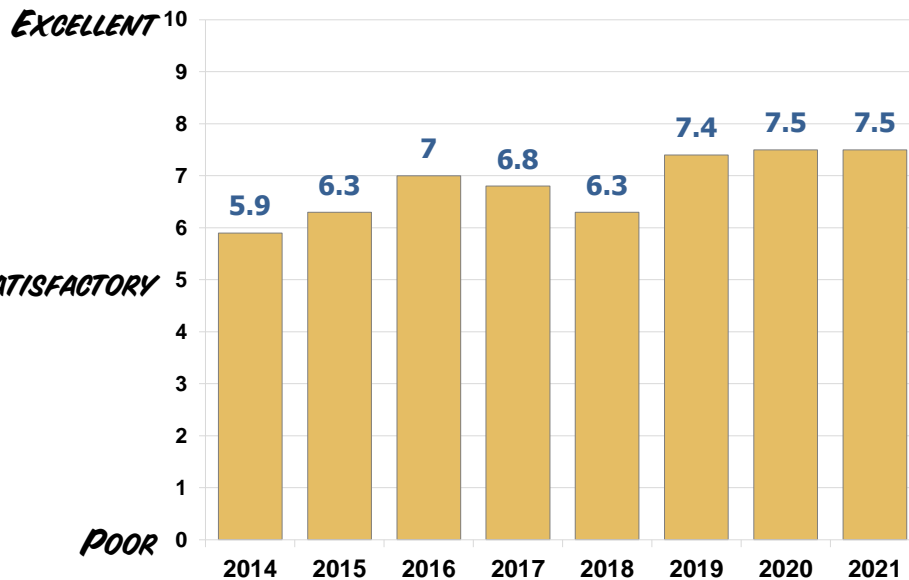
LIMITATIONS OF THE PERFORMETER®

- The Performeter® should not be used as the only source of financial information to evaluate the entity's performance and condition.
- The analysis is an overall rating of the entity as a whole and not of specific activities, funds, or units.
- The Performeter® is based on Crawford & Associates' professional judgment and is limited as to its intended use

PERFORMETER® RATING

WHAT IS THE STATE OF OUR OVERALL FINANCIAL CONDITION?

OVERALL RATING



For the 2021 fiscal year, the ratings by ratio category were as follows:

Financial Position	6.3
Financial Performance	9.5
Financial Capability	6.0
Overall Rating	7.5

The strongest component of the ratings is the City's financial performance in the current year, followed by the City's financial position and the City's financial capability as of and for the year ended June 30, 2021. The 2021 overall reading of 7.5 indicates the evaluator's opinion that Lawton's overall financial health and performance stayed consistent from the prior year, and remains well above satisfactory.

FY 21 OVERALL PERFORMETER® RATING: 7.5

FINANCIAL POSITION RATINGS

- This set of ratings serves to illustrate “point-in-time” measures of the entity’s financial status, solvency, and liquidity as of the date of its most recent annual financial statements.



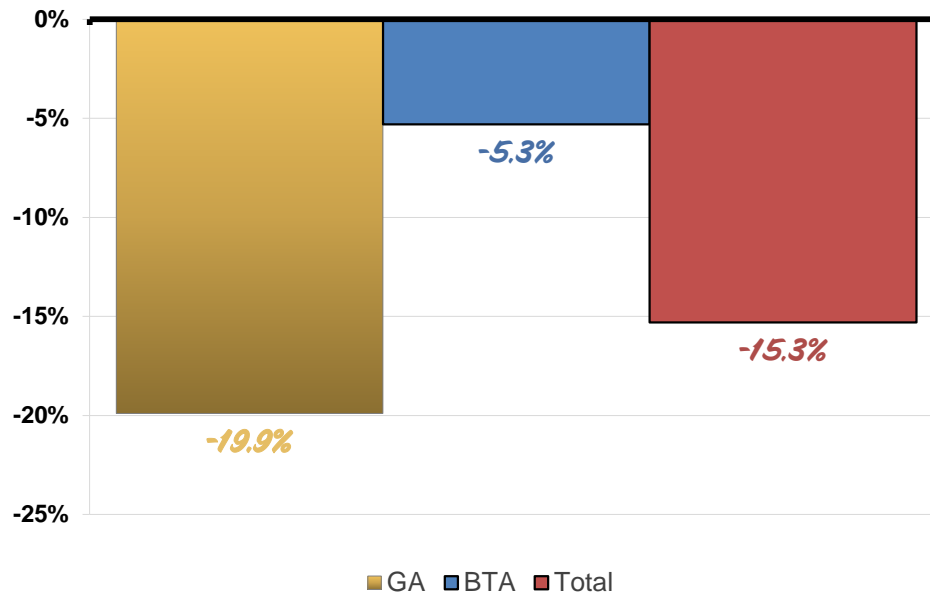
FINANCIAL POSITION RATINGS

Unrestricted Net Position	How do our total rainy day funds look?
General Fund Unassigned Fund Balance	How does our General Fund unassigned fund balance carryover position look?
Capital Asset Condition	How much life do we still have left in our capital assets?
Non-Uniformed Employee Pension Plan Funding	Will our non-uniform employees be happy with us when they retire?
OPEB Plan Funding	Will our employees be happy with us when they retire?
Assets to Debt	Who really owns the City?
Current Ratio	Will our employees and vendors be pleased with our ability to pay them on time?
Quick Ratio	How is our short-term cash position?

LEVEL OF UNRESTRICTED NET POSITION

HOW DO OUR TOTAL RAINY DAY FUNDS LOOK?

UNRESTRICTED NET POSITION (DEFICIT) AS A % OF ANNUAL REVENUES



The level of total unrestricted net position is an indication of the amount of unexpended and available resources the City has in all funds combined at a point in time to fund emergencies, shortfalls or other unexpected needs. In our model, 50% is considered excellent, while 30% is considered a desired minimum.

For the year ended June 30, 2021, the City's total unrestricted net position was in a deficit position that approximated \$24 million, equivalent to 15.3% of annual total revenues. This is considered an unfavorable position, well below our model's desire minimum of a positive 30%. However, it was a significant improvement when compared with the ratio of the prior year.

2014	2015	2016	2017	2018	2019	2020	2021
-1.3%	-27.2%	-46.2%	-44.7%	-52.7%	-40.1%	-34.8%	-15.3%

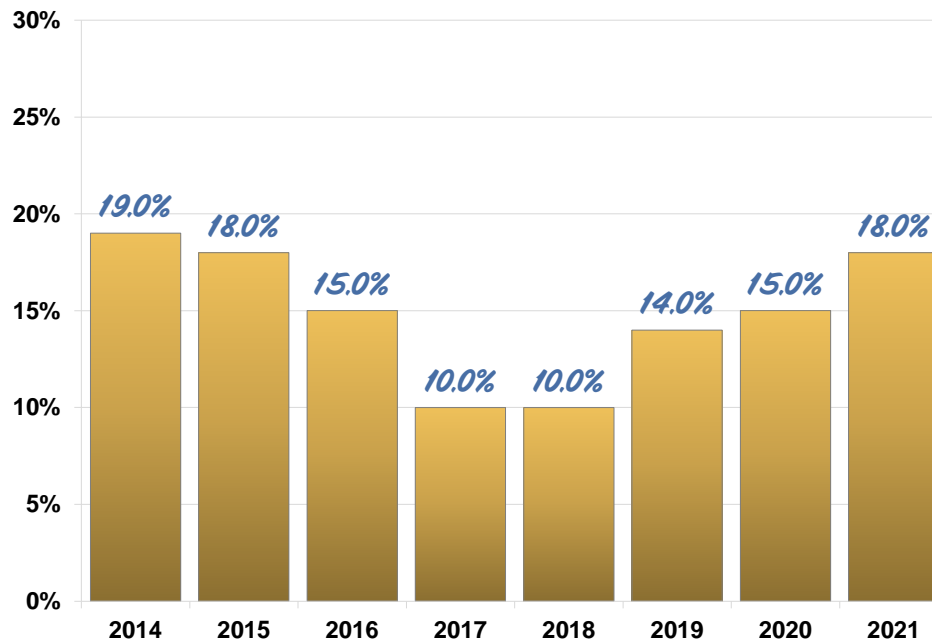
PERFORMETER®
RATING

0

LEVEL OF GENERAL FUND UNASSIGNED FUND BALANCE

HOW DOES OUR CARRYOVER LOOK?

*UNASSIGNED FUND BALANCE AS A
PERCENTAGE OF ANNUAL REVENUES*



The level of unassigned fund balance is an indication of the amount of unexpended, unencumbered and available resources the City has at a point in time to carryover into the next fiscal year to fund budgetary emergencies, shortfalls or other unexpected needs. In our model, 10% is considered a minimum responsible level, while 30% is considered desirable.

For the year ended June 30, 2021, the City's unassigned fund balance of the General Fund (including any unassigned fund balance deficits of the City's other governmental funds) amounted to \$13 million or 18% of annual General Fund revenues. This is an increase from the ratio of the prior period, and it is considered above satisfactory.

2014	2015	2016	2017	2018	2019	2020	2021
19%	18%	15%	10%	10%	14%	15%	18%

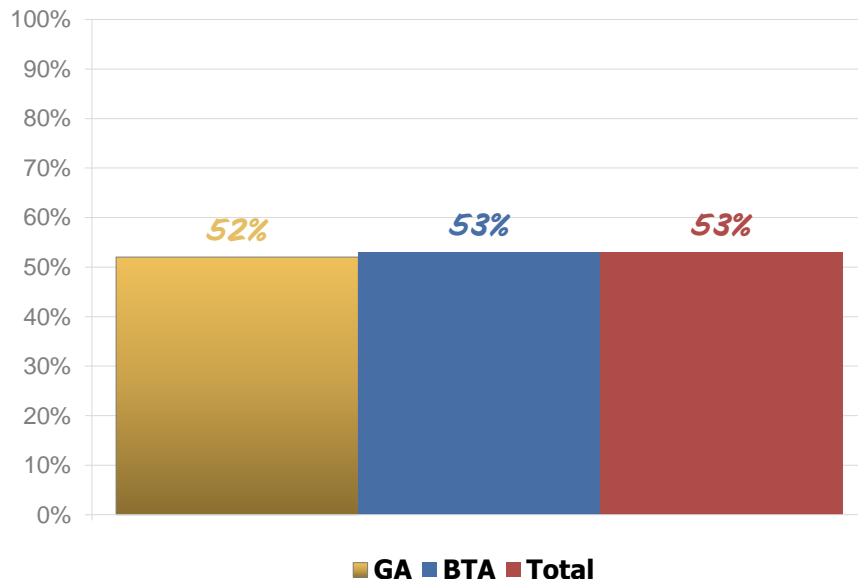
**PERFORMETER®
RATING**

6.9

CAPITAL ASSET CONDITION

HOW MUCH USEFUL LIFE DO WE HAVE LEFT IN OUR CAPITAL ASSETS?

PERCENTAGE OF CAPITAL ASSETS' USEFUL LIFE REMAINING



The capital asset condition ratio compares depreciable capital assets cost to accumulated depreciation to determine the overall percentage of useful life remaining. A low percentage could indicate an upcoming need to replace a significant amount of capital assets. For comparison purposes, we have removed the consideration of the cost of land and current construction-in-progress.

At June 30, 2021, the City's depreciable capital assets amounted to \$616 million while accumulated depreciation totaled \$292 million. This indicates that, on average, the City's capital assets have a little more than one-half (53%) of their useful lives remaining. This is consistent with the ratio from the prior year, and remains above the desired minimum of 50%

2014	2015	2016	2017	2018	2019	2020	2021
57%	55%	54%	54%	56%	55%	53%	53%

PERFORMETER®
RATING

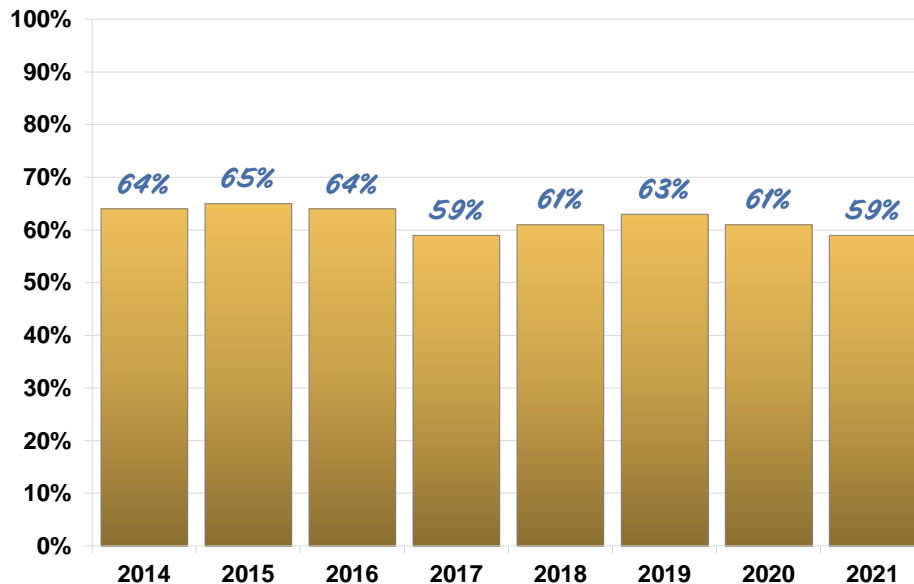
5.5

120

NON-UNIFORMED EMPLOYEE PENSION PLAN FUNDING RATIO

WILL WE BE ABLE TO PAY OUR EMPLOYEES WHEN THEY RETIRE?

PENSION PLAN ASSETS AS A PERCENTAGE OF ACCRUED LIABILITY



The pension funding ratio compares the fair value of the OkMRF pension plan's net position to the total pension liability for pension benefits. A percentage less than 100% indicates the plan is underfunded at the valuation date. A funded percentage of 95% would be considered a 5, or satisfactory. This plan was closed to new entrants in March 2016.

At June 30, 2021, the City's pension plan assets were 59% of the total pension liability indicating the plan was a little less than two-thirds funded from an actuarial accounting perspective at the last valuation date. Although relatively consistent with the prior years, this remains an unfavorable ratio. Also, the funded ratio declined when compared to the ratio of the prior period. This ratio is based on relatively new GASB pension accounting standards implemented first in FY 2015, using an actuarial accounting perspective with a one year look-back period rather than a funding perspective applied from previous GASB standards.

2014	2015	2016	2017	2018	2019	2020	2021
64%	65%	64%	59%	61%	63%	61%	59%

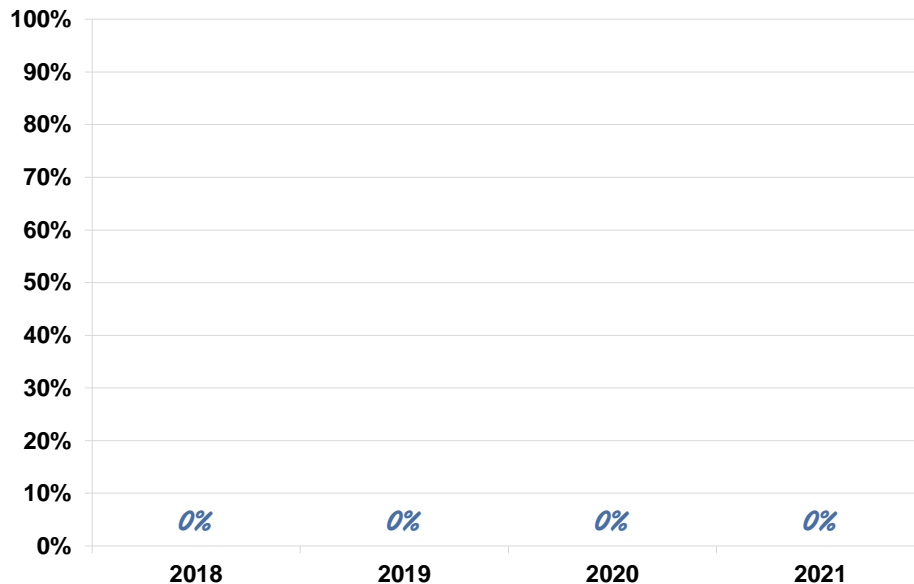
**PERFORMETER®
RATING**

0

OPEB PLAN FUNDING RATIO

WILL WE BE ABLE TO PAY FOR RETIREE HEALTH CARE IN THE FUTURE?

**PERCENTAGE OF TOTAL OPEB LIABILITY THAT IS
ADVANCE FUNDED**



The OPEB funding ratio compares the actuarial value of any retiree healthcare plan assets set aside in trusts for future benefits with the actuarial accrued liability for plan benefits. An “actuarial fully advance funded” plan would reflect a funding percentage of 100%. Whereas funding strategy for the OPEB benefits, a “pay-as-you-go” plan would report a funding percentage of 0%. The City has adopted a pay-as-you-go funding strategy for the OPEB Benefits

An accounting standard implemented in FY 2018 requires certain future retiree post employment healthcare costs to be recognized while the employee is providing service. The City has adopted a pay-as-you-go plan. As a result, there is no plan net position to offset the total OPEB liability of approximately \$13.3 million, and the ability to pay for these future benefits will be dependent on future resources and appropriations made to fund these costs.

2018	2019	2020	2021
0%	0%	0%	0%

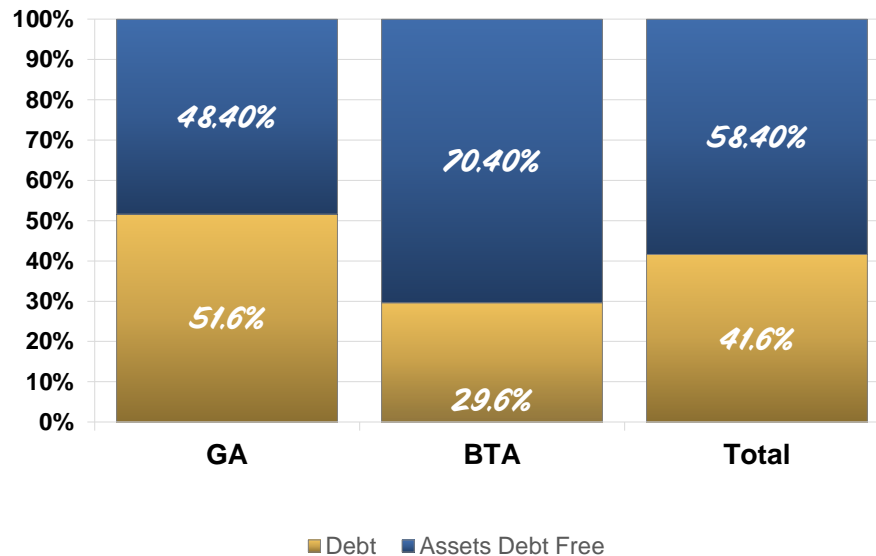
**PERFORMETER®
RATING**

0.0

DEBT TO ASSETS

WHO REALLY OWNS THE CITY'S ASSETS?

PERCENTAGE OF DEBT TO ASSETS



The debt to assets ratio measures the extent to which the City had funded its assets with debt. The lower the debt percentage, the more equity the City has in its assets.

At June 30, 2021, less than one half (42%) of the City's \$559 million of total assets were funded with debt or other obligations. This is considered an above satisfactory financial indicator and indicates that for each dollar of City assets owned, it owes 42 cents of that dollar to others, leaving a 58% equity in such assets. This ratio improved when compared with the prior year.

2014	2015	2016	2017	2018	2019	2020	2021
63%	58%	57%	52%	52%	56%	57%	58%

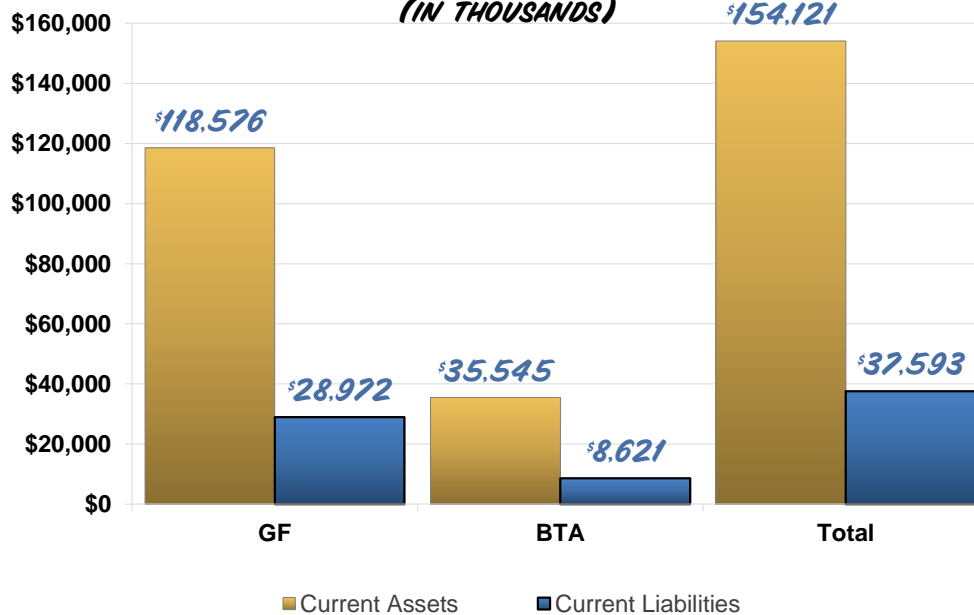
PERFORMETER®
RATING

6.0

CURRENT RATIO

WILL OUR VENDORS AND EMPLOYEES BE PLEASED WITH OUR ABILITY TO PAY THEM ON TIME?

**CURRENT ASSETS COMPARED TO CURRENT LIABILITIES
(IN THOUSANDS)**



The current ratio is one measure of the City's ability to pay its short-term obligations. The current ratio compares total current assets and current liabilities. A current ratio of 2.00 to 1 indicates a satisfactory current liquidity and an ability to meet the short-term obligations.

At June 30, 2021 the City had a government-wide ratio of current assets to current liabilities of 4.1 to 1. This indicates that the City had a little more than four times the amount of current assets needed to pay current liabilities. This is considered an excellent indicator of liquidity, but does reflect a slight decline when compared to the ratio of the prior year.

2014	2015	2016	2017	2018	2019	2020	2021
2.66	4.63	4.96	5.18	4.16	4.45	4.59	4.10

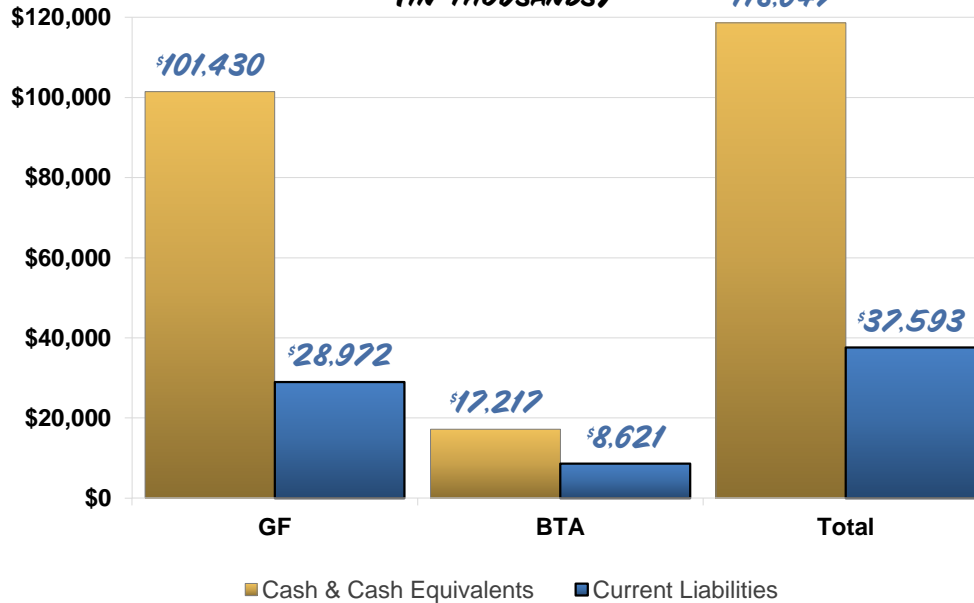
**PERFORMETER®
RATING**

10

QUICK RATIO

HOW IS OUR SHORT-TERM CASH POSITION?

**CASH AND CASH EQUIVALENTS COMPARED TO CURRENT LIABILITIES
(IN THOUSANDS)**



The quick ratio is another, more conservative, measure of the City's ability to pay its short-term operating obligations. The quick ratio compares total unrestricted cash and cash equivalents to current liabilities. A quick ratio of 1.00 to 1 indicates adequate current liquidity and an ability to meet the short-term obligations with cash on hand.

At June 30, 2021, the City had a government-wide ratio of cash and cash equivalents to current operating liabilities of 3.16 to 1. This indicates that the City had almost three and one fifth times the minimum amount of cash and cash equivalents needed to pay every \$1 in short-term operating obligations at year end. This is considered an excellent ratio in our model, and a slight improvement when compared to the ratio of the prior year.

2014	2015	2016	2017	2018	2019	2020	2021
0.71	1.91	1.86	2.73	1.97	2.93	3.05	3.16

**PERFORMETER®
RATING**

10

FINANCIAL POSITION RATINGS

SUMMARY AND COMPARISON TO PRIOR YEARS

Ratio	FY 2017	FY 2018	FY 2019	FY 2020	FY 2021
Unrestricted Net Position	-44.7%	-52.7%	-40.1%	-34.8%	-15.3%
General Fund Unassigned Fund Balance	10%	10%	14%	15%	18%
Capital Asset Condition	54%	56%	55%	53%	53%
Non-Uniformed Employee Pension Plan Funding	59%	61%	63%	61%	59%
OPEB Plan Funding	N/A	*0%	0%	0%	0%
Assets to Debt	52%	52%	56%	57%	58%
Current Ratio	5.18	4.16	4.45	4.59	4.10
Quick Ratio	2.73	1.97	2.93	3.05	3.16
Financial Position Rating	6.42	5.94	6.15	6.16	6.28

* 2018 is the first year that OPEB affects the ratio scoring

FINANCIAL PERFORMANCE RATINGS

- This set of ratings serves to illustrate “look-back” measures as to whether the entity’s financial position has been improving, deteriorating, or remaining steady.



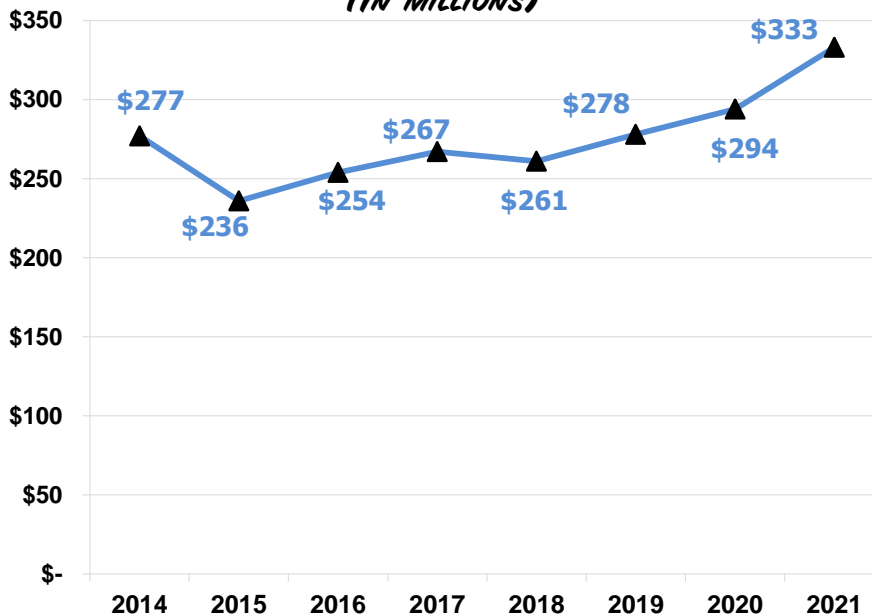
FINANCIAL PERFORMANCE RATINGS

Change in Net Position	Did our overall financial condition improve, decline, or remain steady from the past year?
Interperiod Equity	Who paid for the costs of current year services – current, past, or future tax and rate payers?
BTA Self-Sufficiency	Did current year business-type activities, such as utilities, pay for themselves?
Debt Service Coverage	Were our revenue bond and note investors pleased with our ability to pay them on time?
Sales Tax Growth	What is the state of our local economy?

CHANGE IN NET POSITION

DID OUR OVERALL FINANCIAL POSITION IMPROVE, DECLINE OR REMAIN STEADY OVER THE PAST YEAR?

*NET POSITION AT YEAR END
(IN MILLIONS)*



Net position include all assets and deferred outflows, and all liabilities and deferred inflows of the City, except for fiduciary funds held for the benefit of others. It is measured as the difference between total assets and deferred outflows, including capital assets, and total liabilities and deferred inflows, including long-term debt. Net position increases as a result of earning more revenue than expenses incurred in the fiscal year.

For the year ended June 30, 2021, total net position increased by \$39.2 million, or 13.3% from the prior year. Governmental activities net position increased by \$39,884,017, while business-type activities net position decreased by \$724,710.

2014	2015	2016	2017	2018	2019	2020	2021
+6.7%*	+6.8%*	+7.6%	+4.9%*	+4.9%*	+6.6%	+5.5%	+13.3%*

**PERFORMETER®
RATING**

10

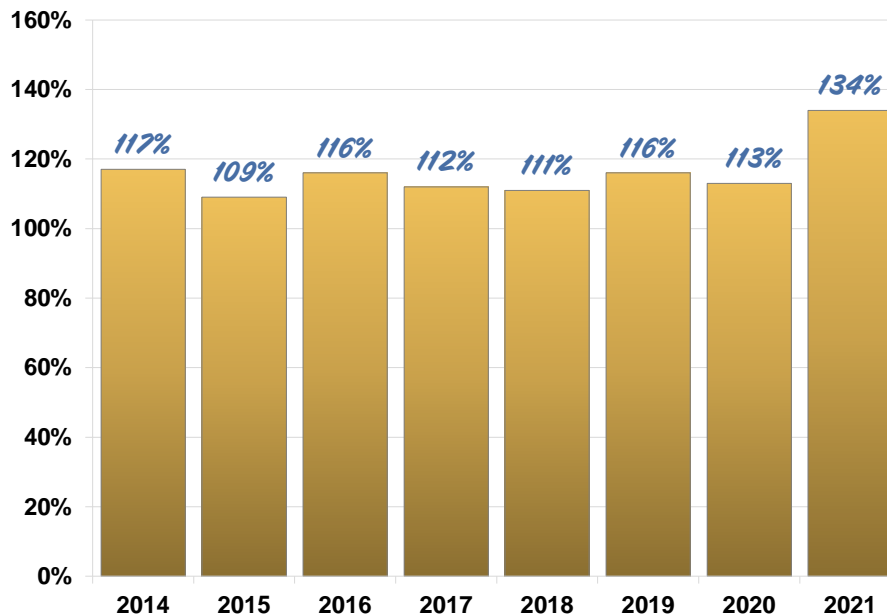
129

*Beginning balance restated

INTERPERIOD EQUITY

WHO IS PAYING FOR TODAY'S COSTS OF SERVICES?

REVENUES AS A % OF ANNUAL EXPENSES



Interperiod equity is achieved when the cost of current services are paid by current year tax and rate payers. When current year costs are subsidized by prior year resources carried over or from debt proceeds, it can be said that interperiod equity was not achieved, and either past or future tax and rate payers helped fund the costs of current year services.

For the year ended June 30, 2021, the City's total costs were fully funded by current year tax and rate payers, with current year revenues, excluding fund balance carryovers, generating a level of 134% of current year costs. This ratio is considered to be excellent in our model.

2014	2015	2016	2017	2018	2019	2020	2021
117%	109%	116%	112%	111%	116%	113%	134%

**PERFORMETER®
RATING**

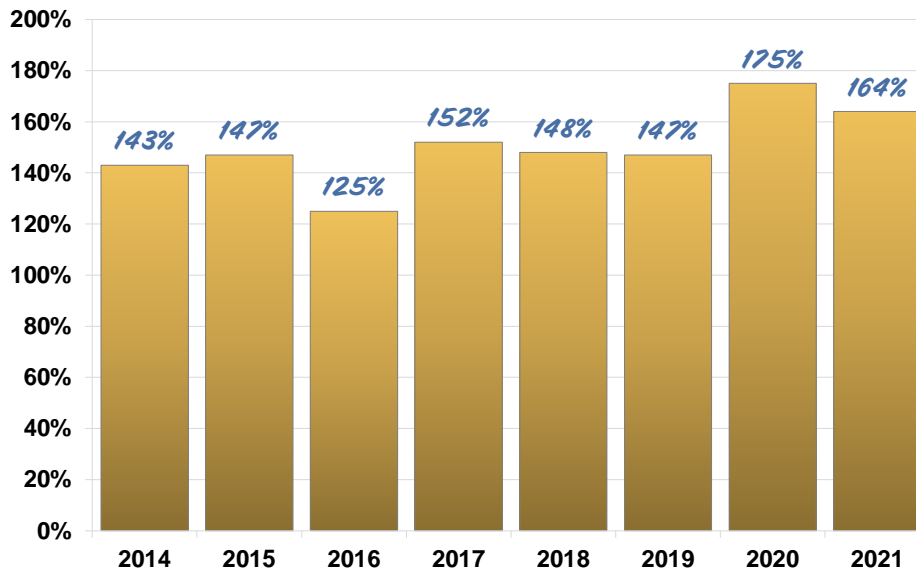
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130

BTA SELF-SUFFICIENCY

DID CURRENT YEAR BUSINESS-TYPE ACTIVITIES (BTA) PAY FOR THEMSELVES?

PERCENTAGE OF BTA EXPENSES COVERED BY BTA REVENUES



The self-sufficiency ratio indicates the level at which business-type activities (utilities) covered their current costs with current year revenues, without having to rely on subsidies or use of prior year reserves.

For the year ended June 30, 2021, the City's business-type activities were 164% self-sufficient in total. This indicates that all of the current year costs were funded by current year revenues in addition to generating some additional resources. Although this is a decline from the ratio calculated in the prior year, it is still considered an excellent ratio.

2014	2015	2016	2017	2018	2019	2020	2021
143%	147%	125%	152%	148%	147%	175%	164%

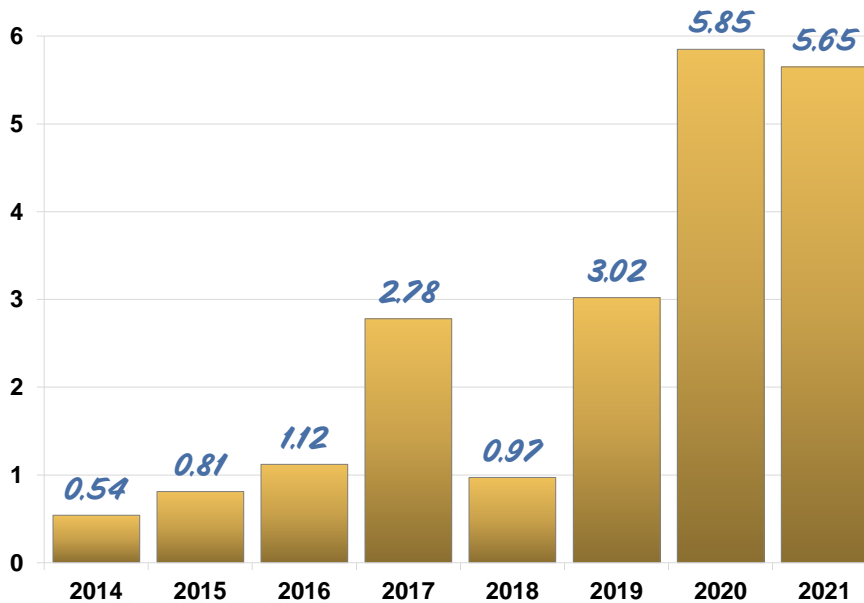
**PERFORMETER®
RATING**

10

DEBT SERVICE COVERAGE

WERE OUR REVENUE BOND INVESTORS PLEASED WITH OUR ABILITY TO PAY THEM ON TIME?

NUMBER OF TIMES NET PLEDGED REVENUES COVER ANNUAL DEBT SERVICE



The debt service coverage ratio compares the City's debt service requirements on revenue bonds to the net operating cash generated by the revenue streams pledged for payment. A debt service ratio of greater than 1.00 indicates a sufficient ability to make the debt service payments from net revenue from operations.

For the year ended June 30, 2021, the City experienced an excellent debt service coverage ratio of 5.65. Although it represents a slight decrease from the ratio in the prior year, it still remains an excellent ratio. This indicates the City generated over five and three-fifth times the amount of cash necessary to pay the debt service requirements on its revenue bonds and notes.

2014	2015	2016	2017	2018	2019	2020	2021
0.54	0.81	1.12	2.78	0.97	3.02	5.85	5.65

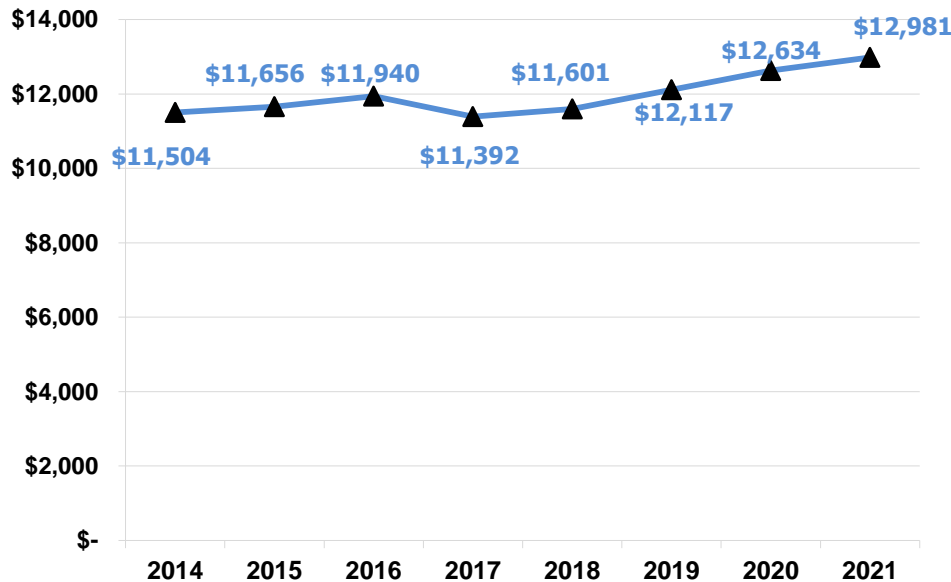
**PERFORMETER®
RATING**

10

SALES TAX GROWTH

WHAT IS THE STATE OF OUR LOCAL ECONOMY?

**SALES AND USE TAX REVENUE PER ONE-CENT TAX
(IN THOUSANDS)**



Due to the inability of Oklahoma municipalities to levy a property tax for operations, the City is highly dependent on sales and use tax revenue to fund its general governmental activities.

Sales tax growth is a measure of the state of our local economy by comparing revenue collected to the prior year in terms of the change per one-cent tax.

For the year ended June 30, 2021, the City experienced an increase in sales tax collections per one-cent in the amount of 2.7% from the prior year. The Sales Tax Rate of 4.125% was in effect for the entire year. This is considered well above satisfactory in our model.

2014	2015	2016	2017	2018	2019	2020	2021
+4.0%	+1.3%	+2.4%	-4.6%	+1.8%	+4.5%	+4.3%	+2.7%

**PERFORMETER®
RATING**

2.7

FINANCIAL PERFORMANCE RATINGS

SUMMARY AND COMPARISON TO PRIOR YEARS

Ratio	FY 2017	FY 2018	FY 2019	FY 2020	FY 2021
Change in Net Position	4.9%	4.9%	6.6%	5.5%	+13.3%
Interperiod Equity	112%	111%	116%	113%	134%
BTA Self Sufficiency	152%	148%	147%	175%	164%
Debt Service Coverage	2.78	0.97	3.02	5.85	5.65
Sales Tax Growth	-4.6%	1.8%	4.5%	4.5%	2.7%
Financial Performance Rating	7.4	7.1	9.5	9.4	9.5

FINANCIAL CAPABILITY RATINGS

- This set of ratings serves to illustrate “look-forward” measures of the government’s ability to obtain resources in the form of revenues or borrowings in order to finance the services its constituency requires.



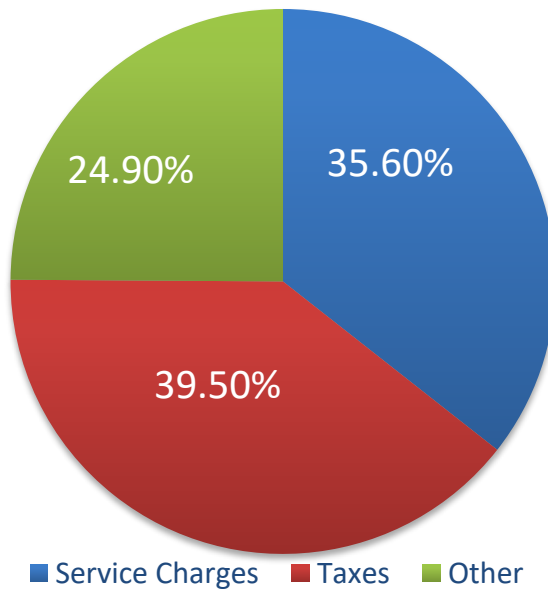
FINANCIAL CAPABILITY RATINGS

Revenue Dispersion	How much of our revenue is beyond our direct control?
Debt Service Load	How heavily is our budget loaded with payments to retire long-term debt?
Bonded Debt Per Capita	What is the debt burden on our property tax payers?
Legal Debt Limit Remaining	Will we be legally able to issue more long-term debt if needed?
Property Taxes Per Capita	Will our citizens be willing to approve property tax increases if needed?
Local Sales Tax Rate	Will our citizens be willing to approve sales tax increases if needed?

REVENUE DISPERSION

HOW HEAVILY ARE WE RELYING ON REVENUE SOURCES BEYOND OUR DIRECT CONTROL?

2021 REVENUE PERCENTAGES BY SOURCE



The percentage dispersion of revenue by source indicates how dependent the City is on certain types of revenue. The more dependent the City is on revenue sources beyond its direct control, such as taxes requiring voter approval or revenues from other governments such as grants, the less favorable the dispersion.

For the year ended June 30, 2021, the City had direct control over 36% (service charges) of its revenues. This ratio indicates the City has some limited exposure, as do most cities, to financial difficulties due to reliance (64%) on taxes that require voter approval and on grants, contributions and other revenue.

2014	2015	2016	2017	2018	2019	2020	2021
58%	58%	61%	56%	57%	58%	57%	64%

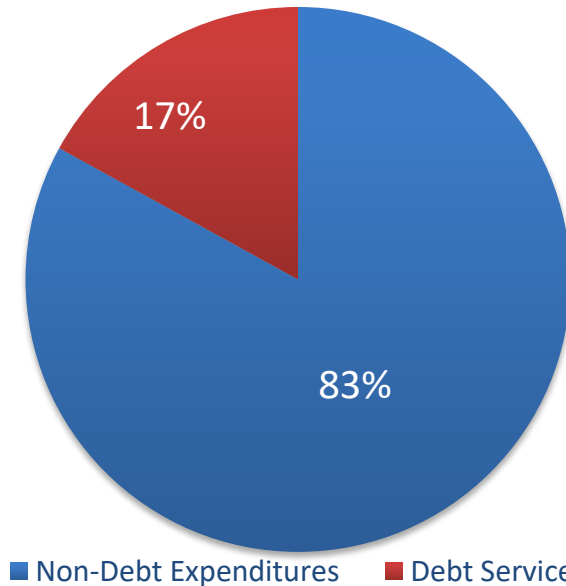
**PERFORMETER®
RATING**

3.2

DEBT SERVICE LOAD

HOW MUCH OF OUR ANNUAL NON-CAPITAL BUDGET IS LOADED WITH DISBURSEMENTS TO PAY OFF LONG-TERM DEBT?

PERCENTAGE OF DEBT SERVICE AND NON-DEBT EXPENDITURES



The debt service load ratio measures the extent to which the City's non-capital expenditures City-wide were comprised of debt service payments on long-term debt.

For the year ended June 30, 2021, the City's total non-capital expenditures amounted to \$105 million of which \$17 million (or 17%) were payments for principal and interest on long-term debt. In our model, this is considered an above satisfactory financial indicator and indicates that for every dollar the City spent on non-capital items, only 17 cents of that dollar was used for debt service.

2014	2015	2016	2017	2018	2019	2020	2021
42%	33%	16%	15%	27%	19%	15%	17%

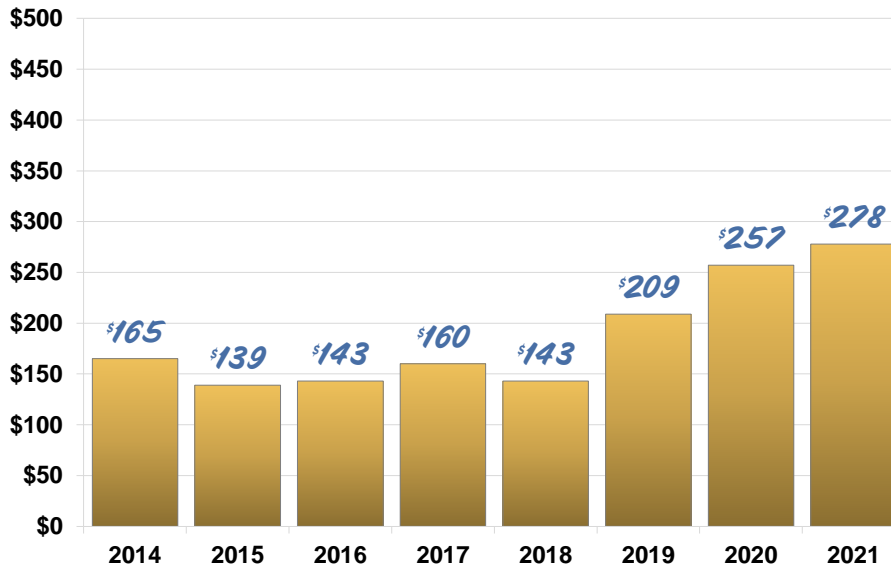
**PERFORMETER®
RATING**

6.1

BONDED DEBT PER CAPITA

WHAT IS THE DEBT BURDEN ON OUR PROPERTY TAX PAYERS?

GENERAL BONDED DEBT PER CAPITA



The financial ratio of general bonded debt per capita is an indication of the City's debt burden on its citizens and other taxpayers related to general obligation debt payable from property taxes. The ratio does not consider debt payable from enterprise activities or alternate revenues.

For the year ended June 30, 2021 the City had \$26.9 million of general obligation bonds outstanding. The City's general bonded debt per capita in 2021 amounted to \$278. This is a slight increase in the ratio when compared to the prior year, and considered an above satisfactory rating of general bonded debt burden in our model.

2014	2015	2016	2017	2018	2019	2020	2021
\$165	\$139	\$143	\$160	\$143	\$209	\$257	\$278

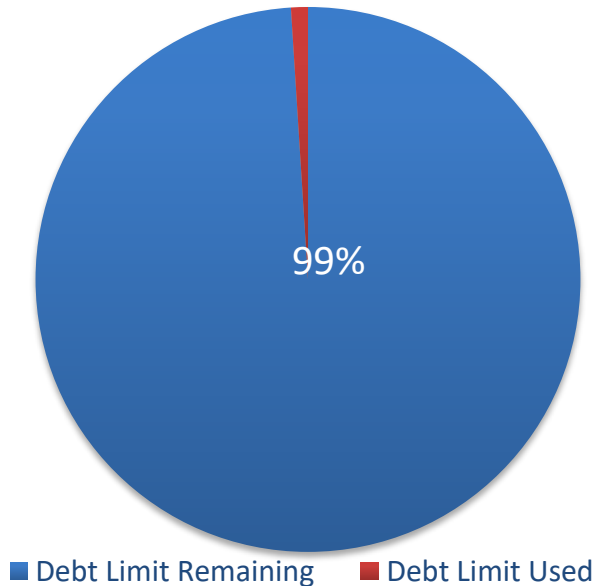
**PERFORMETER®
RATING**

7.2
139

LEGAL DEBT LIMIT REMAINING

WILL WE BE ABLE TO ISSUE MORE DEBT, IF NEEDED?

PERCENTAGE OF LEGAL DEBT LIMIT USED VERSUS REMAINING



Oklahoma law limits certain types of general obligation debt to no more than 10% of the City's net assessed valuation of taxable property.

For the year ended June 30, 2021, the City had approximately \$0.5 million of general obligation debt applicable to this legal debt limit. This means that at year end, the City had \$43.9 million or 99% of its legal general obligation debt limit remaining.

2014	2015	2016	2017	2018	2019	2020	2021
94%	94%	95%	96%	97%	97%	98%	99%

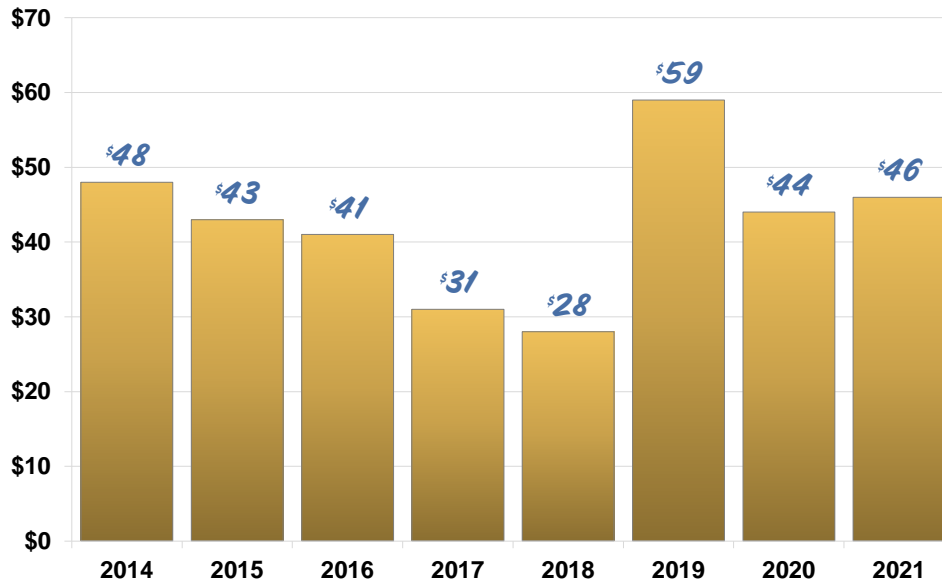
**PERFORMETER®
RATING**

9.9

PROPERTY TAXES PER CAPITA

WILL OUR CITIZENS BE WILLING TO APPROVE PROPERTY TAX INCREASES, IF NEEDED?

TOTAL PROPERTY TAXES PER CAPITA



The financial ratio of property taxes per capita is an indication of the City's property tax burden on its citizens and other taxpayers. Constitutionally, Oklahoma municipalities may only levy a property tax to retire general obligation bonded debt and judgments.

For the year ended June 30, 2021, the total property taxes levied amounted to approximately \$4,494,279 or \$46 per capita. This indicates a satisfactory property tax burden in our model and a slight increase in the ratio from the prior year.

2014	2015	2016	2017	2018	2019	2020	2021
\$48	\$43	\$41	\$31	\$28	\$59	\$44	\$46

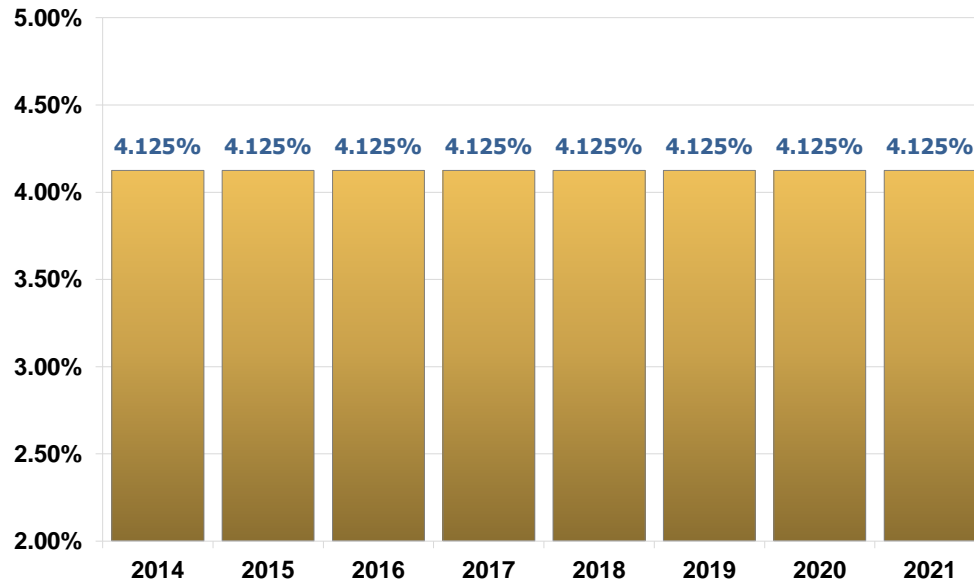
**PERFORMETER®
RATING**

5.4

LOCAL SALES TAX RATE

WILL OUR CITIZENS BE WILLING TO APPROVE SALES TAX INCREASES, IF NEEDED?

SALES TAX RATE



For Oklahoma municipalities, sales tax is the primary source of funding for general government operations. Sales tax rates cannot be increased without voter approval. In our model, a 2% tax rate is considered excellent from the financing margin perspective, while 5% rate is considered a high rate and therefore weak in terms of increase ability margin.

For the year ended June 30, 2021, the City's sales tax rate in effect was 4.125%. This is unchanged from the prior period.

2014	2015	2016	2017	2018	2019	2020	2021
4.125%	4.125%	4.125%	4.125%	4.125%	4.125%	4.125%	4.125%

**PERFORMETER®
RATING**

2.9

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FINANCIAL CAPABILITY RATINGS

Ratio	FY 2017	FY 2018	FY 2019	FY 2020	FY 2021
Revenue Dispersion	56%	57%	58%	57%	64%
Debt Service Load	15%	27%	19%	15%	17%
General Bonded Debt per Capita	\$160	\$143	\$209	\$257	\$278
Remaining Legal Debt Margin	96%	97%	97%	98%	99%
Property Taxes per Capita	\$31	\$28	\$59	\$44	\$46
Sales Tax Rate	4.125%	4.125%	4.125%	4.125%	4.125%
Financial Capability Rating	6.4	5.6	5.8	6.2	6.0

THANK YOU!

- We would like to commend and thank the City of Lawton for allowing us to present this financial analysis. We hope it serves as a useful and understandable complement to the annual financial report.
- Visit our website at www.crawfordcpas.com for other useful tools for governments.



City of Lawton

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

Commentary

File #: 22-360

Agenda Date: 8/9/2022

Agenda No: 19.

ITEM TITLE:

Consider naming the drive that leads to Eastside Park “Keith Jackson Parkway” after former Councilmember Keith Jackson in honor of his work with youth sports and his years serving on City Council.

INITIATOR: Dewayne Burk, Deputy City Manager

STAFF INFORMATION SOURCE: Dewayne Burk, Deputy City Manager

BACKGROUND: Former Councilmember Keith Jackson is a born and raised Lawtonian and local business owner. He was the longest serving Councilmember for the City of Lawton, serving for a total of 22 years. His tenure as councilman began with his election as the Ward 4 Councilman and then in Ward 2 after his home became part of Ward 2 due to redistricting. Former Councilmember Jackson has always been passionate about youth sports, and during his time on City Council, was instrumental in the creation of the Eastside Park to include the sports complexes located within Eastside Park and the Grandview Sports Complex located on the westside. Mr. Jackson further demonstrated his dedication to both adult and youth sports with 10 years as a Deputy State Commissioner for the Amateur Softball Association. In recognition of Mr. Jackson’s service and commitment, he was inducted into the Oklahoma Softball Hall of Fame for Meritorious Service. Former Councilmember Jackson’s most recent accomplishment occurred in 2015, where he played a major role in spearheading the City of Lawton’s Freedom Festival. Thus, in recognition of his lifelong investment in the Lawton-Fort Sill community along with his dedication to youth sports, the City of Lawton would like to honor former Councilmember Keith Jackson by officially naming the entrance drive of the Eastside Park as “Keith Jackson Parkway.” This recommendation was approved on July 27th, 2022, by the Parks and Recreation Commission.

EXHIBIT: Map of Proposed “Keith Jackson Parkway”

KEY ISSUES: N/A

FUNDING SOURCE: N/A

STAFF RECOMMENDED COUNCIL ACTION: Authorize the naming of the entrance drive of the Eastside Park as “Keith Jackson Parkway” in honor of former longtime Councilman Keith Jackson for his dedication and service to the City of Lawton and to the city’s youth sports programs.





City of Lawton

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

Commentary

File #: 22-419

Agenda Date: 8/9/2022

Agenda No: 20.

ITEM TITLE:

Consider approving an Agreement for Funding and Limited Support between the Fires Innovation Science and Technology Accelerator (FISTA) Development Trust Authority and the City of Lawton to fund the operation, management, administration, maintenance and equipping of FISTA facilities during the 2022-2023 fiscal year to encourage economic/industrial development in the City of Lawton and authorize the Mayor and City Clerk to execute the Agreement.

INITIATOR: Richard Rogalski, Deputy City Manager

STAFF INFORMATION SOURCE: Richard Rogalski, Deputy City Manager

BACKGROUND: The Fires Innovation Science and Technology Accelerator Development Trust Authority (Authority) was set up as a public trust of the City of Lawton to: (1) plan, establish, develop, finance, construct, enlarge, improve, maintain, equip and make available certain FISTA facilities within the City of Lawton that will attract defense contractors, high-technology industry, innovative businesses and the like with capabilities to directly support the Cross-Functional Teams of Long Range Precision Fires (LRPF), Air & Missile Defense (AMD) and Fort Sill's FIRES Center of Excellence (FCoE) in the Army's comprehensive modernization, driving innovation and integrating capabilities to the warfighter, (2) promote, create and grow an Innovation Park in the above described FISTA facilities in Lawton Fort Sill that fosters collaboration of high-technology industry, academia, defense and defense-related organizations in support of the missions of LRPF, AMD and FCoE, and (3) promote dialogue among leadership of Lawton, Fort Sill, state and national entities aimed at creating a comprehensive understanding of the needs of the FCoE and Cross-Functional Teams as they relate to the above described FISTA facilities. This Agreement for Funding and Limited Support memorializes the amounts of financial support to be provided to the Authority by the City, sets out the guidelines regarding administrative support between the City and the Authority, and sets out the conditions and processes by which this financial and administrative support will be provided. This Agreement provides the Authority a total of \$4,952,903.98 for the operation, management, administration, maintenance and equipping of FISTA facilities during the 2022-2023 fiscal year. All expenditure of funds provided under this Agreement will be in accordance with a budget proposed by the Authority and made a part of this agreement. This amount includes \$3,309,417.00 of funding for the ongoing renovation of the former Sears building that is the remainder of the amount approved by Council as part of the 2021-2022 FISTA budget. Also included in this agreement are the provisions associated with the Sales Tax Agreement between the Authority and the City associated with the Series 2020 Note. Per the agreement, the City will deposit into the Sales Tax Fund established by the Authority an amount equal to one twelfth (1/12) of the annual obligation for the Series 2020 Note monthly; as monies are available in the Note Fund to make the monthly payment, the Authority will reimburse the City any monies remaining in the Sales Tax Fund. The Authority's budget for the 2021-2022 fiscal year shows the total debt service at \$1,560,461.46, with \$857,986.98 of that being provided by the City of Lawton, indicating that the FISTA will not generate sufficient revenue this year to cover the note payments. This is primarily due to revenue estimates for the retail portion of the mall being 27% lower than last year.

Finally, the proposed agreement includes new language that requires the Authority to timely complete its annual

audit and submit its audit report to the City within 120 days of the end of the fiscal year. If the Authority fails to do so the city manager has authority to withhold funding until the audit report is filed with the City. If a report is not filed within six months after the close of the fiscal year, the city manager may recommend to council that FISTA lose an amount up to 25% of the current fiscal year's budget allocation from the City.

EXHIBIT: Agreement for Funding and Limited Support
FISTA Development Trust Authority 2022-2023 Proposed Budget

KEY ISSUES: N/A

FUNDING SOURCE: Industrial Development Sales Tax

STAFF RECOMMENDED COUNCIL ACTION: Approve an Agreement for Funding and Limited Support between the Fires Innovation Science and Technology Accelerator (FISTA) Development Trust Authority and the City of Lawton to fund the operation, management, administration, maintenance and equipping of FISTA facilities during the 2022-2023 fiscal year to encourage economic/industrial development in the City of Lawton and authorize the Mayor and City Clerk to execute the Agreement.

**AGREEMENT FOR FUNDING AND LIMITED SUPPORT
OF
THE FISTA DEVELOPMENT TRUST AUTHORITY**

This Agreement for Funding and Limited Support is entered into by and between the City of Lawton, Oklahoma, a municipal corporation, hereinafter referred to as “City”, and the Fires Innovation Science and Technology Accelerator (FISTA) Development Trust Authority, a public trust, hereinafter referred to as “Authority”.

WITNESSETH:

WHEREAS, the Council of the City of Lawton, Oklahoma has created a public trust named the Fires Innovation Science and Technology Accelerator (FISTA) Development Trust Authority which it determined will greatly assist with attracting high-quality jobs and private investment in the community that will promote an economy conducive to the future growth of the Lawton – Fort Sill area; and

WHEREAS, specific purposes of the Trust include: (1) To plan, establish, develop, finance, construct, enlarge, improve, maintain, equip and make available certain Fires Innovation Science and Technology Accelerator (FISTA) facilities within the City of Lawton that will attract defense contractors, high-technology industry, innovative businesses and the like with capabilities to directly support the Cross-Functional Teams of Long Range Precision Fires (LRPF), Air & Missile Defense (AMD) and Fort Sill’s FIRES Center of Excellence (FCoE) in the Army’s comprehensive modernization, driving innovation and integrating capabilities to the warfighter, (2) To promote, create and grow an Innovation Park in the above described FISTA facilities in Lawton Fort Sill that fosters collaboration of high-technology industry, academia, defense and defense-related organizations in support of the missions of LRPF, AMD and FCoE, and (3) To promote dialogue among leadership of Lawton, Fort Sill, state and national entities aimed at creating a comprehensive understanding of the needs of the FCoE and Cross-Functional Teams as they relate to the above described FISTA facilities; and

WHEREAS, the qualified electors of the City, at a special election called and held for that purpose on February 11, 2020, consolidated the existing sales taxes of the City and authorized their use for infrastructure and related improvements along with support of projects in furtherance of Industrial Development; and

WHEREAS, the City, through its governing body, had determined that the City should provide financial support to the Authority for the operation, management, administration, maintenance and equipping of FISTA facilities consistent with the Trust Indenture, thereby promoting the goal of attracting high-quality jobs and private investment in the community which will enhance economic development throughout the City; and

WHEREAS, the City further desires to provide limited support services to the Authority in addition to the financial assistance recited above.

NOW, THEREFORE, in consideration of the mutual obligations, covenants, terms, and conditions of the parties recited herein, the City and Authority agrees as follows:

CITY AGREES:

A. To provide to the Authority the sum of Four Million Nine Hundred Fifty-Two Thousand Nine Hundred Three Dollars and Ninety-Eight Cents (\$4,952,903.98) for the operation, management, administration, maintenance, reconstruction and equipping of FISTA facilities during the 2022-2023 fiscal year. All expenditure of funds provided under this Agreement will be in accordance with a budget proposed by the Authority and approved by the City Council as set forth in Exhibit "A" attached hereto and incorporated herein. Any amendments to the budget shall likewise require approval of the City Council. Claims for funds will be processed by the City and paid to the Authority in accordance with the City's policies and procedures for payment of contractual claims. The Authority will only be reimbursed for budgeted funds used in accordance with the agreement. Any funds included in the Authority's approved budget not expended during the 2022-2023 fiscal year may be requested by the Authority to be included in the Authority's budget for the following fiscal year. Any decision on such a request will be at the sole discretion of the City Council.

B. To deposit into the Sales Tax Fund established by the Authority an amount equal to one twelfth (1/12) of the annual obligation for the Series 2020 Note on a monthly basis in accordance with the Sales Tax Agreement between the Authority and the City dated November 1, 2020, with such Agreement being automatically renewed for additional one-year periods on July 1 of each year until such time as the principal of and interest on the Series 2020 Note and any obligations issued on a parity therewith have been paid.

C. To allow the Authority the use of the City's fueling facility to obtain fuel for any vehicle acquired by the Authority for use in the operation, management, administration, maintenance and equipping of FISTA facilities, provided that the Authority reimburses the City for the fuel based on the cost of the fuel to the City at the time a vehicle is refueled at City's facility.

D. To print flyers, bulletins, and other materials for the Authority which are used in the operation, management, and administration of FISTA facilities, provided that materials from or for other entities assisting in the support of FISTA facilities will not be printed at the City's print shop. This assistance will be made available to the Authority only while the City's print shop is in operation, and this provision is in no way intended to create any entitlement by the Authority to have its materials printed by the City for an indefinite period of time. The Authority will reimburse the City for the actual cost incurred by the City in printing the Authority's materials.

E. To provide contractual services to FISTA facilities under the City's contracts for the following services, as required, such as: property insurance, pest control; copier rental; HVAC services and rental of cleaning supplies. The Authority will either make payments to the vendors directly or reimburse the City for the actual cost incurred.

AUTHORITY AGREES:

A. To operate, manage, administer, maintain and equip all FISTA facilities in a professional manner that is conducive to encouraging economic development and promoting the best interests

of the City. For purposes of this agreement, FISTA facilities will include the property known as Central Mall.

B. In the event there are sufficient monies in the Series 2020 Note Fund on or before the last day of each month as required by the Indenture and there is no Event of Default as defined in the Indenture, then to reimburse to the City any remaining monies in the Sales Tax Fund in accordance with the Sales Tax Agreement between the Authority and the City dated November 1, 2020.

C. To reimburse the City, based on the City's billing procedures, for the fuel obtained from the City's fueling facility, for publications and printing of the Authority's materials at the City's print shop, and any other reimbursable expense under the terms of this agreement.

D. To periodically submit to the City's accounting office claims for reimbursement for services performed in the operation, management, administration, maintenance and equipping of FISTA facilities. Such claims will be submitted in accordance with and in compliance with City's contractual claims policies and procedures.

E. To submit to the Lawton City Council semi-annual reports which will include data on current and prospective tenants in FISTA facilities, projects and activities undertaken during the reporting period, projects and activities planned to be undertaken during the following six-month period, and any other information which may be of interest to or requested by the Lawton City Council. Reports will be due to the Lawton City Council by January 15, 2023 and July 15, 2023.

F. To timely complete and submit to the City its annual audit. FISTA understands and agrees that if FISTA does not file a copy of its annual audit within 120 days of the end of the fiscal year, the City's Director of Finance shall notify the City Manager who may at his or her discretion withhold funding from the FISTA until the audit report is filed with the City. If a report is not filed within six months after the close of the fiscal year, the City Manager may at his or her discretion recommend to Council that the FISTA lose an amount up to twenty-five percent (25%) of the current fiscal year's budget allocation from the City.

The term of this Agreement will begin on July 1, 2022, and expire on June 30, 2023, whereupon the Agreement may be renewed upon the submission by the Authority of a proposed budget for the 2023-2024 fiscal year and approval by the City Council.

IN WITNESS WHEREOF, the parties have hereunto set their hands to this Agreement this ____ day of July, 2022.

CITY OF LAWTON, OKLAHOMA
A Municipal Corporation

By: _____
STANLEY BOOKER, MAYOR

ATTEST:

TRACI L. HUSHBECK, CITY CLERK

Approved as to form and legality for the City of Lawton, Oklahoma, this 5th day of August, 2022.

JOHN RATLIFF, CITY ATTORNEY

FISTA DEVELOPMENT TRUST
AUTHORITY, a public trust,

By:

CLARENCE FORTNEY, CHAIR

ATTEST:

BARRY EZERSKI, SECRETARY

FISTA Development Trust Authority
Proposed Budget
FYE June 30, 2023

	FISTA	Central Mall	Construction	Total
Grant Revenue	0.00	0.00	0.00	0.00
Rent	85,000.00	2,100,615.60	0.00	2,185,615.60
Sponsorships	10,000.00	0.00	0.00	10,000.00
Tenant Shared Expense Reimbursements	10,000.00	611,318.88	0.00	621,318.88
Contributions	1,000.00	0.00	0.00	1,000.00
Construction Loan Draws (Cash Utilization)	0.00	0.00	2,166,190.00	2,166,190.00
Other Income	0.00	0.00	0.00	0.00
Total Revenue	106,000.00	2,711,934.48	2,166,190.00	4,984,124.48
Advertising & Marketing	15,000.00	2,520.00	0.00	17,520.00
Amortization	0.00	0.00	0.00	0.00
Auto & Fuel	0.00	4,500.00	0.00	4,500.00
Bad Debt	0.00	0.00	0.00	0.00
Bank Charges	2,500.00	4,200.00	0.00	6,700.00
Charitable Contributions	0.00	0.00	0.00	0.00
Commissions	0.00	60,000.00	0.00	60,000.00
Conferences	10,000.00	0.00	0.00	10,000.00
Contract Labor	0.00	45,000.00	0.00	45,000.00
Debt Service	0.00	1,560,461.46	0.00	1,560,461.46
Depreciation	4,700.00	1,700.00	0.00	6,400.00
Dues & Subscriptions	5,000.00	1,920.00	0.00	6,920.00
Employee Benefits	58,100.00	0.00	0.00	58,100.00
Equipment	0.00	1,020.00	0.00	1,020.00
Flowers & Gifts	0.00	0.00	0.00	0.00
Furniture & Fixtures	5,000.00	4,980.00	0.00	9,980.00
Insurance	10,000.00	32,600.00	0.00	42,600.00
Interest Expense	0.00	0.00	0.00	0.00
Leasehold Improvements - FISTA 1 (Sears Phase 1)	0.00	0.00	5,475,607.00	5,475,607.00
Leasehold Improvements - Phase X	0.00	0.00	0.00	0.00
Licenses & Fees	0.00	960.00	0.00	960.00
Management Fees	0.00	150,000.00	0.00	150,000.00
Meals & Luncheons	7,500.00	600.00	0.00	8,100.00
Office Expense	4,000.00	12,000.00	0.00	16,000.00
Postage	1,000.00	960.00	0.00	1,960.00
Professional Fees - Accounting	24,000.00	24,000.00	0.00	48,000.00
Professional Fees - Legal	25,000.00	0.00	0.00	25,000.00
Professional Fees - Other	135,000.00	66,000.00	0.00	201,000.00
Repairs & Maintenance	10,000.00	210,000.00	0.00	220,000.00
Retirement	4,725.00	0.00	0.00	4,725.00
Services (InTouch Wages)	0.00	492,000.00	0.00	492,000.00
Supplies	0.00	30,000.00	0.00	30,000.00
Taxes - Payroll	30,600.00	48,000.00	0.00	78,600.00
Taxes - Ad Valorem	67,000.00	141,500.00	0.00	208,500.00
Travel	30,000.00	0.00	0.00	30,000.00
Utilities	65,000.00	675,000.00	0.00	740,000.00
Wages (FISTA)	372,500.00	0.00	0.00	372,500.00
Website	5,000.00	0.00	0.00	5,000.00
Total Expenditures	891,625.00	3,569,921.46	5,475,607.00	9,937,153.46
Revenues Over (Under) Expenditures	-785,625.00	-857,986.98	-3,309,417.00	-4,953,028.98
Transfers from COL - Construction	0.00	0.00	3,309,417.00	3,309,417.00
Transfers from COL - Operations	785,500.00	0.00	0.00	785,500.00
Transfers from COL - Note Payment	0.00	857,986.98	0.00	857,986.98
Transfer To COL	0.00	0.00	0.00	0.00
Interest Income	125.00	0.00	0.00	125.00
Total Other Income (Expenses)	785,625.00	857,986.98	3,309,417.00	4,953,028.98
Change in Net Position	0.00	0.00	0.00	0.00



City of Lawton

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

Commentary

File #: 22-478

Agenda Date: 8/9/2022

Agenda No: 21.

ITEM TITLE:

Consideration of approval for the Draft of the FFY 2022 Annual Action Plan (AAP) with an amendment to the 5-year Consolidated Plan (CONPLAN), acceptance of recommended amounts for Public Service Organization (PSO) Funding Request Applications, and revisions to Housing and Urban Development (HUD) funded programs submitted through the Housing & Community Development (HCD) office of the City.

INITIATOR: Janet Smith, Director of Community Services

STAFF INFORMATION SOURCE: Gary Brooks, Administrator of Housing & Community Development

BACKGROUND: Housing & Community Development funding from the federal government in the form of Community Development Block Grant (CDBG) is received through the City's Housing & Community Development (HCD) office. Fifteen percent (15%) of CDBG funding is allocated for Public Service Organizations (PSO) for a total of \$108,231.90 for FFY 2022. The process for allocation of the funding requests is initially heard by the City Planning Commission (CPC). The meeting where the requests were made by a PSO representative was held April 14, 2022, and the CPC directed a review of scoring criteria for the applicants. Housing & Community Development (HCD) reviewed the scoring criteria and then held a meeting with the applicants to discuss those findings and equitable options for the allocation of funds. The unanimous conclusion of the PSO applicants and HCD was to split the total amount of funds equally between all eight (8) organizations for the FFY 2022 Annual Action Plan (AAP). The CPC approved the equal split between all the organizations and the FFY 2022 AAP Draft at their meeting held on June 30, 2022. The approval decision of the CPC is now being forwarded to the City Council for their consideration of approval of the requests for funding. The recommended allocations have been included in the Draft of the FFY 2022 Annual Action Plan (AAP) and are reflected in the 5-year Consolidated Plan (CONPLAN). The Housing and Urban Development (HUD) has requested that the City revise its Policy Manual to forgive the complete amount received from HUD and awarded to recipients and not require any repayment of that amount to the City, as has been done in the past. Before further development of the AAP can occur, the City Council must approve the Draft plan so the public comment and input period can begin.

EXHIBIT: FFY 2022 AAP Project/Activity list with Allocation Amounts, CPC Agenda, Power Point Presentation

KEY ISSUES: Award amounts for Public Service Organizations. Revising City policies regarding repayment of HUD award amounts.

FUNDING SOURCE: CDBG and HOME Entitlement Grants

STAFF RECOMMENDED COUNCIL ACTION: Approval of the Draft of the FFY 2022 Action Plan with an amendment to the 5-year Consolidated Plan, accepting the City Planning Commission funding recommendations for PSO applicants, and accepting revisions to the City's Policy Manual for Housing and

Urban Development (HUD) funded programs.

Annual Action Plan for FFY 2022

Project/Activity List with Allocation Amounts

	2022 Allocation		Funds Remaining from Previous Yrs	
	HOME	CDBG	HOME	CDBG
CDBG Admin (max 20% of grant + PI)		\$147,309.00		
HOME Admin (max 10% of grant + PI)	\$51,074.00			
Home Rehabilitation-HOME	\$311,893.00			
Exterior Improvements-CDBG		\$85,000.00		
Emergency Repairs-CDBG		\$63,000.00		
First-time Homebuyer-HOME	\$15,000.00			
CHDO Set-Aside-HOME (min 15% of grant)	\$64,612.00			
Section 108 Loan-CDBG		\$142,812.00		
Public Service Organizations-CDBG (max 15% of grant)		\$108,230.00		
Teen Court	\$13,528.75			
Christian Family	\$13,528.75			
New Directions	\$13,528.75			
C Carter Crane	\$13,528.75			
Center for Creative Living	\$13,528.75			
Family Promise	\$13,528.75			
Lawton Support Services	\$13,528.75			
Roadback	\$13,528.75			
HAD Delivery Cost-CDBG		\$88,474.00		
Code Enforcement-CDBG		\$91,700.00		
Finance Position		\$8,000.00		
New Construction/Major Rehabilitation			\$375,000.00	
Public Facility Improvements:				
Patterson Center Bathroom Renovation (ADA Compliant)				\$65,000.00
Public Infrastructure:				
Bus Stop Upgrade				\$100,000.00
Sidewalks				\$160,000.00
Sewer Reconstruction				\$160,000.00
CHDO New Construction/Major Rehabilitation			\$100,000.00	
TBRA (New Request)			\$200,000.00	
TBRA (Remaining on existing contract)			\$17,766.00	
	\$442,579.00	\$734,525.00	\$692,766.00	\$485,000.00
2022 Allocation Amount	\$430,741.00	\$721,546.00		
Program Income (PI) 2021	\$11,838.00	\$12,979.00		
Total	\$442,579.00	\$734,525.00	\$1,375,739.01	\$889,509.12
Remaining Balance	\$0.00	\$0.00	\$682,973.01	\$404,509.12



LAWTON CITY PLANNING COMMISSION

REGULAR MEETING

June 30, 2022 @ 1:30 PM

212 SW 9TH STREET

CITY HALL AUDITORIUM

AGENDA

1. Call meeting to order.

Action: Roll Call

2. Verify posting of meeting.

Action: Verification of posting time and date

3. Establish Quorum.

Action: Establish that a quorum is present

4. Approval of Minutes.

Action: Motion to approve minutes from the June 16, 2022, meeting.

BUSINESS

5. Review Funding Request Applications submitted through the Housing & Community Development (HCD) Office for the upcoming FFY 2022 Annual Action Plan (AAP) and approve a draft version of the FFY 2022 AAP that includes Public Service Organization (PSO) Funding recommendations, and HCD Policy Manual changes recommended by Housing and Urban Development (HUD).

Action: Review PSO Funding Request Applications for the upcoming 2022 Annual Action Plan, review FFY 2022 Action Plan with recommended changes, and provide a recommendation for approval to the HCD Administrator to post the Draft AAP at for Citizen comments.

6. Commissioner's Reports or Comments.

7. Secretary's Report.

8. Comments from the Public.

9. Adjournment.

City of Lawton Housing & Community Development



FFY 2022 Annual Action Plan

Annual Grant Allocations

GRANTS	2017	2018	2019	2020	2021	2022
CDBG	\$646,179	\$700,988	\$668,746	\$712,453	\$716,070	\$721,546
HOME	\$281,386	\$382,354	\$327,362	\$376,449	\$366,488	\$430,741
2021 HOME- ARP					\$1,327,045	
TOTAL	\$927,565	\$1,083,342	\$996,108	\$1,088,902	\$2,409,603	\$1,152,287

Recapture Language

H. Recapture Provision.

1. If the new homeowner retains ownership and occupies the property as their principal residence for the minimum period of affordability, no recapture restrictions will apply.
2. The HOME-assisted housing must meet the affordability requirements for not less than a five (5) year period of affordability beginning after project completion. The affordability requirements shall apply without regard to the term or repayment of the loan and shall be imposed by a promissory note and mortgage, except that the affordability requirements may terminate upon foreclosure or transfer in lieu of foreclosure.
 - (a) If the housing does not continue to be the principal residence of the family for the duration of the period of affordability, the City shall recapture all or a portion of the HOME assistance to the FTHB in accordance with the executed promissory note and mortgage and the provisions below.
 - (b) In accordance with 24 CFR 92.254(a)(5), the CITY shall use the shared net proceeds method of the recapture requirements to ensure affordability for homeownership assistance. If the FTHB decides to sell the house within the period of affordability, the City will require recapture of all or a portion of the HOME assistance that enabled the FTHB to buy the dwelling unit as follows:

Shared net proceeds: When the net proceeds are insufficient to recapture the full or a reduced amount of the HOME investment plus enable the FTHB to recover the amount of the homeowner's down payment and any documented capital improvement investment made by the FTHB since purchase, the City and the FTHB shall proportionally divide the net proceeds as set forth in the mathematical formulas in 24 CFR 92.254(a)(5)(ii)(A)(3).

$\frac{\text{HOME Investment}}{\text{HOME Investment} + \text{Homeowner Investment}}$	$\text{X Net Proceeds} = \text{Home Amount to be Recaptured}$
$\frac{\text{Homeowner Investment}}{\text{HOME Investment} + \text{Homeowner Investment}}$	$\text{X Net Proceeds} = \text{Amount to Homeowner}$

An example of the formula in practice:

A homebuyer was given \$5,000 HOME funds to help with closing costs. The homebuyer invested \$4,500 of their money for closing and down payment. The homeowner upon selling the house for an amount that provided \$9,000 net proceeds would receive \$4,230.

$\frac{\$5,000}{\$5,000 + \$4,500}$	$\text{X } \$9,000 = \$4,770 \text{ HOME Recapture}$
$\frac{\$4,500}{\$5,000 + \$4,500}$	$\text{X } \$9,000 = \$4,230 \text{ Amount to Homeowner}$

Assets Consideration

24 CFR 92.203 Income Determinations

(b) When determining whether a family is income eligible, the participating jurisdiction must use one of the following two definitions of "annual income":

- (1) Annual income as defined at 24 CFR 5.609 (except when determining the income of a homeowner for an owner-occupied rehabilitation project, the value of the homeowner's principal residence may be excluded from the calculation of Net Family Assets, as defined in 24 CFR 5.603); or
- (2) Adjusted gross income as defined for purposes of reporting under Internal Revenue Service Form 1040 series for individual Federal annual income tax purposes.

24 CFR 5.609 Annual Income.

(3) Interest, dividends, and other net income of any kind from real or personal property. Expenditures for amortization of capital indebtedness shall not be used as deductions in determining net income. An allowance for depreciation is permitted only as authorized in paragraph (b)(2) of this section. Any withdrawal of cash or assets from an investment will be included in income, except to the extent the withdrawal is reimbursement of cash or assets invested by the family. Where the family has net family assets in excess of \$5,000, annual income shall include the greater of the actual income derived from all net family assets or a percentage of the value of such assets based on the current passbook savings rate, as determined by HUD;

(4) The full amount of periodic payments received from Social Security, annuities, insurance policies, retirement funds, pensions, disability or death benefits, and other similar types of periodic receipts, including a lump-sum amount or prospective monthly amounts for the delayed start of a periodic amount (except as provided in paragraph (c)(14) of this section);

First Time Home Buyer Project

II. SPECIFIC POLICY.

A. Project Description. The city will assist low-income households with homeownership opportunities by providing financial and technical assistance to allow first-time homebuyers to purchase a property within in the Lawton city limits. Assistance for down payment and closing costs may be provided based on need. The HCD is authorized to use CDBG and HOME funds, subject to HUD regulations and local policies, to provide first-time homebuyer assistance.

1. Assistance is provided on a first-come, first-served basis to applicants that meet the eligibility requirements and have a property selected which has been inspected and approved by the HCD staff.
2. There is a \$25.00 non-refundable application fee that shall be submitted at the time of application.
3. Financial assistance will be provided in the form of a forgivable loan. The maximum FTHB assistance amount is \$14,999.99.

Public Service Organizations

Public Service Organizations-CDBG (max 15% of grant)			\$108,230.00
Teen Court	\$13,528.75		
Christian Family	\$13,528.75		
New Directions	\$13,528.75		
C Carter Crane	\$13,528.75		
Center for Creative Living	\$13,528.75		
Family Promise	\$13,528.75		
Lawton Support Services	\$13,528.75		
Roadback	\$13,528.75		

Annual Action Plan for FFY 2022

Project/Activity List with Allocation Amounts

FFY 2022 Project/Activity List

	2022 Allocation		Funds Remaining from Previous Yrs	
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Family Promise	\$13,528.75			
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Code Enforcement-CDBG		\$91,700.00		
Finance Position		\$8,000.00		
New Construction/Major Rehabilitation			\$375,000.00	
Public Facility Improvements:				
Patterson Center Bathroom Renovation (ADA Compliant)				\$65,000.00
Public Infrastructure:				
Bus Stop Upgrade				\$100,000.00
Sidewalks				\$160,000.00
Sewer Reconstruction				\$160,000.00
CHDO New Construction/Major Rehabilitation			\$100,000.00	
TBRA (New Request)			\$200,000.00	
TBRA (Remaining on existing contract)			\$17,766.00	
	\$442,579.00	\$734,525.00	\$692,766.00	\$485,000.00
2022 Allocation Amount	\$430,741.00	\$721,546.00		
Program Income (PI) 2021	\$11,838.00	\$12,979.00		
Total	\$442,579.00	\$734,525.00	\$1,375,739.01	\$889,509.12
Remaining Balance	\$0.00	\$0.00	\$682,973.01	\$404,509.12



City of Lawton

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

Commentary

File #: 22-488

Agenda Date: 8/9/2022

Agenda No: 22.

ITEM TITLE:

Receive an update on the Elmer Thomas Park & Lakes master plans along with discussion on any park items, receiving input from council, and give direction and guidance as deemed necessary.

INITIATOR: Stanley Booker - Mayor

STAFF INFORMATION SOURCE: Christy James - Parks and Recreation Director; Dewayne Burk - Deputy City Manager

BACKGROUND: This item is being initiated for the purpose of receiving an update on the Elmer Thomas Park & Lakes master plans, as well as providing an opportunity for discussion on any park items, to include receiving input from council and to allow the council to give direction and guidance as necessary.

EXHIBIT: N/A

KEY ISSUES: N/A

FUNDING SOURCE: N/A

STAFF RECOMMENDED COUNCIL ACTION: Receive an update on the Elmer Thomas Park & Lakes master plans along with discussion on any park items, receiving input from council, and give direction and guidance as deemed necessary.



City of Lawton

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

Commentary

File #: 22-451

Agenda Date: 8/9/2022

Agenda No: 23.

ITEM TITLE:

Consider authorizing the City Manager to use previously approved American Rescue Plan Act funding to offer a back to work incentive for new hires up to \$7,500.00 depending on the position, difficulty of the position to fill, or length of time to fill an empty position.

INITIATOR: Craig Akard, Human Resources Director

STAFF INFORMATION SOURCE: Craig Akard, Human Resources Director

BACKGROUND: On December 14, 2021, the Lawton City Council approved a back to work incentive of up to \$1,000 to lure new employees back to work after the Covid-19 outbreak. Since January 1, 2022 the City has hired 84 new employees, however, we have also lost 91 employees. Some of the vacant positions are difficult positions to fill due to licensing or certifications required for the position. Other positions have been vacant since Covid-19 started and they have not received qualified applicants. This action will amend the current back to work incentive pay and offer up to \$7,500.00 for new employees. The new back to work incentive plan will consist of 4 levels of incentive pay based on position classification and/or the length of time the position has been vacant. Please refer to the attached exhibit for levels of incentive pay and amounts pertaining to each level. This incentive will be available to General Employees, Police and Fire Personnel. All employees hired since December 15, 2021 until passage of this amendment will receive the \$1,000.00 incentive previously approved. All new hires after the passage of this amendment shall receive an incentive based on their level of classification.

EXHIBIT: Amended ARPA Back To Work Incentive Plan

KEY ISSUES: N/A

FUNDING SOURCE: American Rescue Plan Act funding

STAFF RECOMMENDED COUNCIL ACTION: Authorize the City Manager to utilize previously approved American Rescue Plan Act funding to offer back to work incentives for new hires up to \$7,500.00, to include General Employees, Police and Fire Unions.

Exhibit 1

City of Lawton Council Agenda Item 22-451

Amended ARPA Back to Work Incentive Plan

Level A	Up to \$1,000.00	General Employees not included in any other pay range (Part-Time employees up to \$500.00)
Level B	\$1,001.00 - \$2,500.00	Exempt General Employees up to GE14, Police Officers and Fire Fighters
Level C	\$2,500.00 - \$5,000.00	Exempt Employees GE15 through GE17 and Non-Deputy or Director Executive Level positions (E1-E4)
Level D	\$5,000.00 - \$7,500.00	Exempt, Executive Level Deputy Director or Director positions (E1-E4)

- The original date of December 15, 2021 would be in effect for Level A employees.
- Dates for Level B, Level C and Level D will go into effect as of new hires after the passage of this amendment.
- The City Manager reserves the right to designate the amount for the new employee within the range listed.
- The City Manager reserves the right to elevate a new employee up one level if the position being filled has been vacant for at least 180 days.



City of Lawton

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

Commentary

File #: 22-489

Agenda Date: 8/9/2022

Agenda No:

ITEM TITLE:

Receive an update on CIP Projects from Director of Engineering

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

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

BACKGROUND: Click or tap here to enter text.

EXHIBIT: CIP Update - August 2022 Presentation

KEY ISSUES: None

FUNDING SOURCE: NA

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

City of Lawton

CIP Update

August 2022

Presented by:
Joseph Painter, PE
Director of Engineering

Design

- ▶ Consultant: Dewberry Engineering, Inc.
- ▶ Cost: \$427,100
 - ▶ Paid: \$361,952.00; Remaining : \$65,148
- ▶ Widening the roadway to 5 lanes
- ▶ Roadway Design at 95% Level
- ▶ Water and Sewer Utilities reconstruction design at 100% level: Project EN1208A
- ▶ Coordinating with Utility Companies to relocate utilities in conflict

Right-of-Way

- ▶ Agent: Smith-Roberts Land Services, Inc.
- ▶ Cost: \$148,650 (including change orders for appraisal review and additional easements);
 - ▶ Paid: \$99,831.13; Remaining: \$48,818.87
- ▶ Council awarded a Contract on July 28, 2020.
- ▶ Four outstanding easements to be acquired

W. GORE BOULEVARD (67TH TO 82ND) PROJECT EN1208

Construction

- ▶ Joint ODOT Project (80% contribution towards construction)
- ▶ Estimated Construction Cost: \$8,988,120
 - ▶ ODOT: \$5,971,191
 - ▶ City: \$3,016,929
- ▶ Available Funds: \$3,808,060.47
- ▶ ODOT NEPA categorical exclusion received
- ▶ Funding Source: 2015 CIP (rolled over to 2019 CIP/Propel)

W. GORE BLVD WATERLINE AND SEWERLINE RECONSTRUCTION

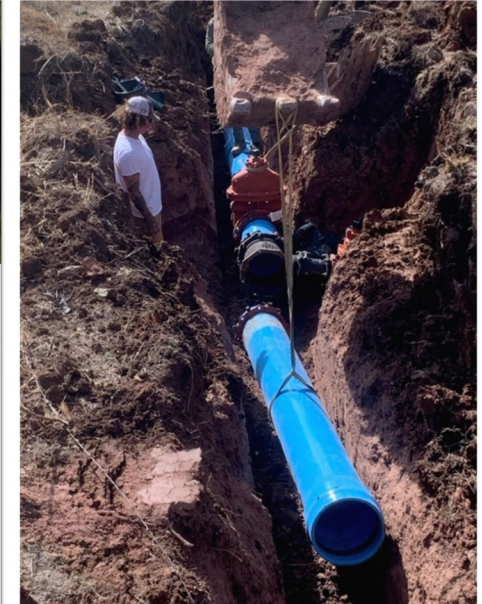
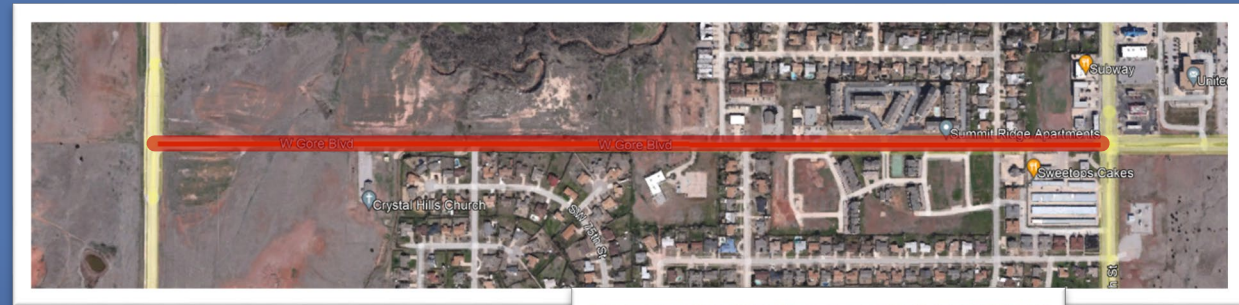
82ND ST TO 67TH ST

PROJECT EN1208A

- ▶ Consultant: Dewberry Engineering, Inc.
- ▶ Contractor: Charlie's Backhoe Demolition & Septic, Inc.
- ▶ Construction Cost: \$1,854,805.40
 - ▶ Paid: 1,244,602.74; Remaining: \$610,202.66
- ▶ Includes:
 - ▶ Replacement of 12-inch waterline & 8-inch and 12-inch Sanitary Sewer lines along Gore Blvd from 82nd ST to 67th ST
- Notice to Proceed: April 04, 2022
- Status:
 - ✓ 60% Complete; currently installing sewer lines and water lines
- Contractual End Date: November 15, 2022
- ▶ Funding Sources: 2015 CIP (rolled over to 2019 CIP/Propel)

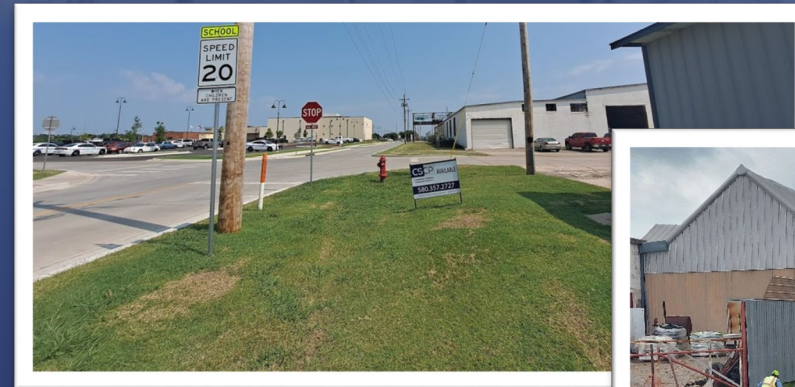
82nd ST

67th ST



LARRANCE STREET DRAINAGE IMPROVEMENTS (SW B AVE TO SW D AVE) PROJECT EN1406A

- ▶ Consultant: Dewberry Engineering, Inc.
- ▶ Contractor: MTZ Construction, Inc.
- ▶ Construction Cost: \$525,978.50
 - ▶ Paid: 499,248.20; Remaining: \$26,730.30
- ▶ Includes:
 - ▶ Storm drain and ditch grading on east side of Larrance ST from SW B Ave to SW D Ave to mitigate flooding issues by Larrance ST and B Ave intersection
- Notice to Proceed: February 14, 2022
- Status:
 - ✓ 98% Complete
 - ✓ Final inspection held on August 4, 2022
 - ✓ Working on punch list items and final quantity reconciliation
- Original Contract End Date: May 15, 2022
- Revised Contract End Date: July 10, 2022
- ▶ Funding Sources: 2012 CIP and 2016 CIP (rolled over to 2019 CIP/Propel)



EAST GORE BLVD./I-44 PEDESTRIAN BRIDGE PROJECT EN1604

- ❑ Council authorized funding on August 22, 2017
- ❑ Council approved Contract with ODOT hiring CEC Engineering for design on October 9, 2018
- ❑ Joint ODOT/COL Project
 - ❑ Design & Construction – Federal Funding (Transportation Alternatives Program)
- ❑ Meeting with CEC – July 2020
- ❑ Design concept changed to dual span standalone pedestrian bridge
- ❑ Received Land Access Permit for NEPA Study from Fort Sill Apache Tribe in April 2021
- ❑ Design is complete; working on Right-of-way acquisition and coordinating with utility companies
- ❑ City-ODOT Urban Funding Agreement is on August 9, 2022 meeting for approval.
- ❑ Funding Sources: Federal Funding, ADA Compliance Fund, Fund 35 and Propel



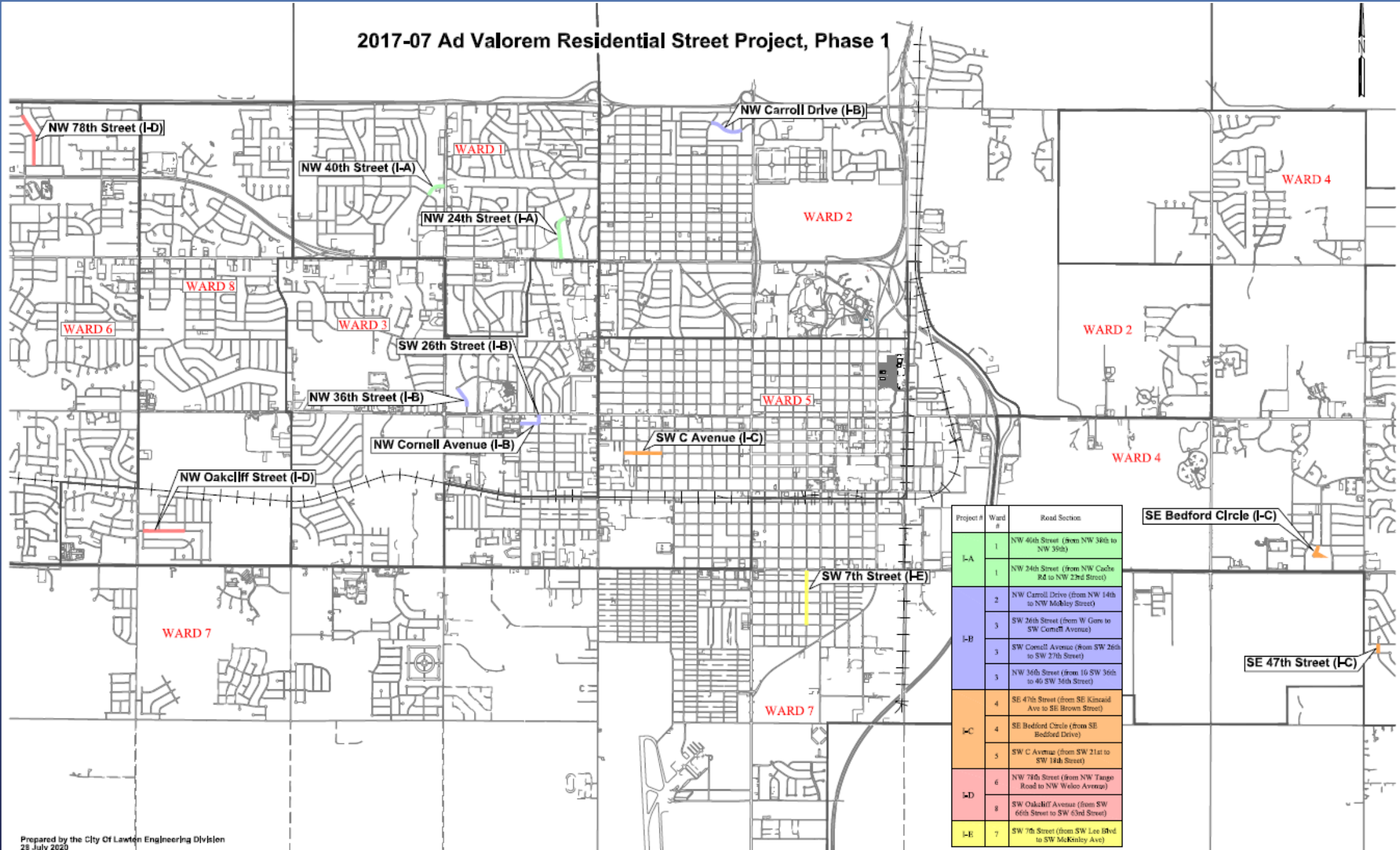
	Date Executed/ Based	Total	Federal \$	Fed %	COL \$	COL %
TAP Project Application	07/30/16	\$1,300,000	\$700,000	54%	\$600,000	46%
Design Fees	10/09/18	\$191,911	\$153,529	80%	\$38,382	20%
Total Actual Construction Share	6/22/22	\$1,870,988 (includes 6% ODOT Inspection Fees)	\$1,010,334	54%	\$860,654	46%
Overall Project Share* <small>*Based on estimated cost base date 6/22/22</small>	6/22/22	\$2,062,899	\$1,163,863	56%	\$899,036	44%

2017 AD VALOREM STREET AND ROADS PROGRAM (RESIDENTIAL), PHASE I - PROJECT NO. EN1707

- ▶ Contract awarded to Freese and Nichols, Inc. on June 12, 2018
- ▶ Contract includes the design of twelve (12) roadway improvement sections in eight different wards
- ▶ Design Cost: \$505,572.00; Revised Cost: \$606,328.00 (project split and easements)
- ▶ November 12, 2019, Council split the project into five (5) sub-projects, approximate value of \$1.5 million each
- ▶ Total Construction Cost (Concrete Paving): \$8,982,204.58
- ▶ Funding Source: Streets & Roadway GOBOND (Ad Valorem)

Project No.	Ward No.	Road Section	Map No.	Status	Total Construction Cost (Concrete Paving)
I-A	1	NW 40th Street (from NW 38th to NW 39th)	9SE	Under Construction	\$1,784,358.80
	1	NW 24th Street (from NE Cache Rd to NW 23rd Street)	10E		
I-B	2	NW Carroll Drive (from NW 14th to Mobley St)	11NE	Final Inspection	\$2,001,278.00
	3	SW 26th Street (from W Gore to SW Cornell Ave)	40NE		
	3	SW Cornell Avenue (from SW 26th to SW 27th Street)	40NE		
	3	NW 36th Street (from 10 NW 36th to 40 NW 36th)	27SW		
I-C	4	SE 47th Street (from SE Kincaid Ave to SE Brown St)	53	Under Construction	\$2,089,164.20
	4	SE Bedford Circle (from SE Bedford Dr.)	45SE		
	5	SW C Avenue (from SW 21st to SW 18th)	41NW		
I-D	6	NW 78th Street (from NW Tango Rd to NW Welco Ave)	7NW	Final Inspection	\$2,190,085.96
	8	SW Oakcliff Avenue (from SW 66th to SW 63rd)	38SW		
I-E	7	SW 7th street (from SW Lee Blvd to SW McKinley Ave)	57NW	Complete	\$917,317.62
Total					\$8,982,204.58

2017-07 Ad Valorem Residential Street Project, Phase 1





PHASE I-D

MTZ Construction, Inc

Cost	
Construction Cost	\$2,006,636
With Change Orders	\$2,190,085.96
Invoice Paid to Contractor	\$1,872,959.66

Roadway Sections:

- ❖ **Ward 6** - NW 78th Street (NW Tango Rd to NW Welco Ave)
- ❖ **Ward 8** - SW Oakcliff Avenue (SW 66th ST to SW 63rd ST)

Notice to Proceed: October 12, 2020

Status:

- ✓ Overall 98% Complete
- ✓ Working on punch list items and final quantity reconciliation

Original Contractual End Date: December 10, 2021

Revised Contractual End Date: June 08, 2022

Funding Source: Streets & Roadway GOBOND (Ad Valorem)

PHASE I-E



▪ AE Construction, LLC

Cost	
Construction Cost	\$1,048,476
With Change Orders & Amendments	\$917,317.62
Invoice Paid to Contractor	\$917,317.62

▪ Roadway Section:

❖ **Ward 7 - SW 7th Street** (SW Lee Blvd to SW McKinley Ave)

▪ Notice to Proceed: October 12, 2020

▪ Status:

✓ 100% Complete

▪ Contractual End Date: August 2, 2021

▪ Final Inspection Date: August 3, 2021

▪ Council accepted the project on October 12, 2021

▪ Funding Source: Streets & Roadway GOBOND (Ad Valorem)

PHASE I-B

■ MTZ Construction, Inc

Cost	
Construction Cost	\$1,932,807
With Amendment & Change Order	\$2,001,278.00
Invoice Paid to Contractor	\$1,744,539.19

■ Roadway Sections:

❖ **Ward 2** – NW Carroll Drive (NW 14th to Mobley ST)

❖ **Ward 3** –

❖ SW 26th Street (W Gore to SW Cornell Ave)

❖ SW Cornell Ave (SW 26th ST to SW 27th ST)

❖ NW 36th Street (10 NW 36th to 40 NW 36th)

❖ **Ward 1** –

❖ Amendment No.1 & Change Order No. 1 includes NW Santa Fe Ave sidewalk into the contract

■ Notice to Proceed: January 11, 2021

■ Status:

✓ 98% Complete

✓ Final Inspection held on April 27, 2022; working on final quantity reconciliation

■ Funding Source: Streets & Roadway GOBOND (Ad Valorem)



PHASE I-C

- A-Tech Paving, Inc.

Cost	
Construction Cost	1,975,443.55
Invoice Paid to Contractor	\$1,797,918.76

- Roadway Sections:

- ❖ **Ward 4 –**

- ❖ SE 47th Street (SE Kincaid Ave to SE Brown ST)
 - ❖ SE Bedford Circle

- ❖ **Ward 5 - SW C Ave (SW 21st ST to SW 18th ST)**

- Notice to Proceed: August 9, 2021

- Status:

- ✓ Overall 80% Complete
 - ✓ SE Bedford Cr and 47th ST are done; working on storm drain installation and roadway construction on SW C Ave

- Contractual End Date: October 28, 2022

- Funding Source: Streets & Roadway GOBOND (Ad Valorem)

PHASE I-A

- AE Construction, Inc

Cost	
Construction Cost	\$1,751,746
With Amendment & Change Order	\$1,784,358.80
Invoice Paid to Contractor	\$1,066,286.23

- Roadway Sections:

- ❖ **Ward 1 –**

- ❖ NW 40th Street (NW 38th Street to NW 39th Street)
 - ❖ NW 24th Street (NE Cache Rd to NW 23rd Street)

- Notice to Proceed: September 7, 2021

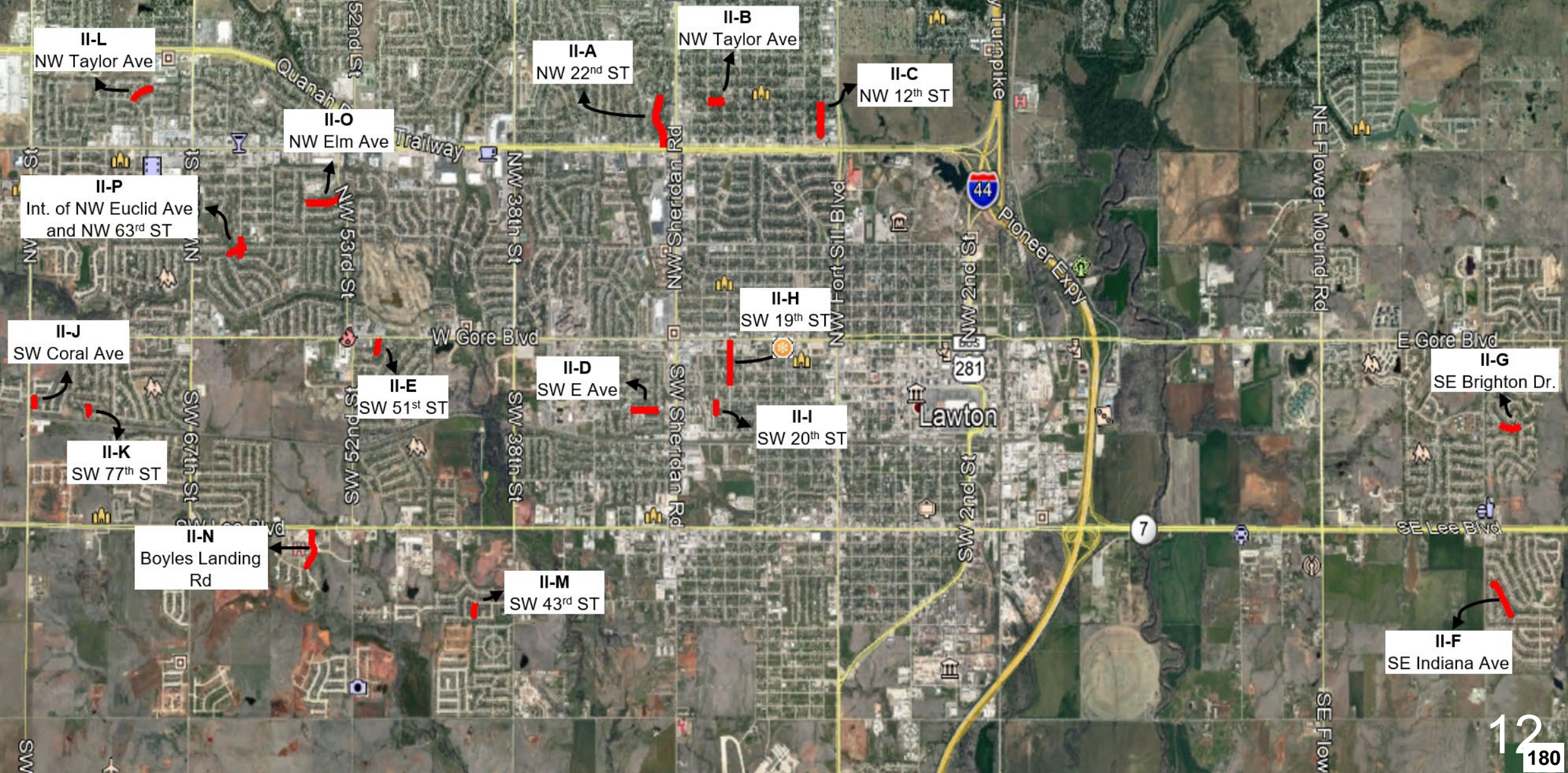
- Status:

- ✓ Overall 60% complete
 - ✓ NW 40th St – Completed
 - ✓ Working on NW 24th St

- Contractual End Date: October 30, 2022

- Funding Source: Streets & Roadway GOBOND (Ad Valorem)

2017 Ad Valorem Phase II



Project No.	Ward No.	Road Sections	Map No.
II-A	3	SW 51st ST (Gore Blvd southwest approximately 450-ft to between #10 and #12 SW 51st ST)	39 NW
	6	SW Coral Ave (Forest Ave to Boatsman Ave)	37 NW
		SW 77th ST (Forest Ave to Delta Ave)	37 NW
		NW Taylor Ave (Hunter Rd to 72nd ST)	07 SE
	7	SW 43rd ST (Wolf ST to Wendy Dr)	60 NE
		Boyles Landing Rd (Pamela Ln to Lee Blvd)	61 NE
	8	NW Elm Ave (53rd ST to 57th ST)	29 NE
		Intersection of NW Euclid Ave and NW 63rd ST	29SW
II-B	1	NW 22nd ST (Cache Rd to Baltimore Ave)	10 SE
	2	NW Taylor Ave (18th ST to 19th ST)	11 SW
		NW 12th ST (Taylor Ave to Lawton Ave)	11 SE
	3	SW E Ave (23rd PI to 25th ST)	40 NE
	4	SE Indiana Ave (Kincaid Ave to 1608 Indiana Ave)	53 NW
		SE Brighton Dr (Meiling Dr to Brighton PI)	46 NW
	5	SW 19th ST (Gore Blvd to C Ave)	41 NW
		SW 20th ST (E Ave to D Ave)	41 NW

2017 AD VALOREM STREET AND ROADS PROGRAM (RESIDENTIAL), PHASE II - PROJECT NO. EN1707P2

- ❑ Freese and Nichols, Inc. Contract was amended to add Phase II on March 12, 2019
- ❑ Contract includes the design of fifteen (15) roadway improvement sections and one intersection in eight different wards
- ❑ Design Cost: \$596,795; Revised Cost: \$693,155 (Easement & Project Split)
- ❑ Design at 60% level
- ❑ Currently working on Right-Of-Way acquisition (approximately 115 easements; 69% acquired) and utilities relocations
- ❑ Amendment No. 5 was approved on February 08, 2022, council meeting for splitting the project into two-sub projects
- ❑ Estimated Construction Cost: \$9,700,000
- ❑ Funding Source: Streets & Roadway GOBOND (Ad Valorem)

REHABILITATION OF NEAL AND ARD STREET

PROJECT NO. EN1904

- ◆ T&G Construction, Inc.
- ◆ Cost: \$1,276,177.45
- ◆ Council awarded a Contract at the April 27, 2021 meeting
- ◆ Notice to Proceed: May 17, 2021
- ◆ Status:
 - ✓ 100% Complete
- ◆ Contractual End Date: January 23, 2022
- ◆ Revised Contractual End Date: February 23, 2022
- ◆ Final Inspection Date: February 09, 2022
- ◆ Council accepted the project on May 24, 2022 council meeting
- ◆ Funding Sources: Industrial Improvement Funds (\$1.0 million) and 2016 CIP



Project includes:

- Reconstruct intersection at Neal Blvd and Ard St.
- Mill and Overlay of Neal Blvd and Ard St.
- Drainage improvement at Ard St.

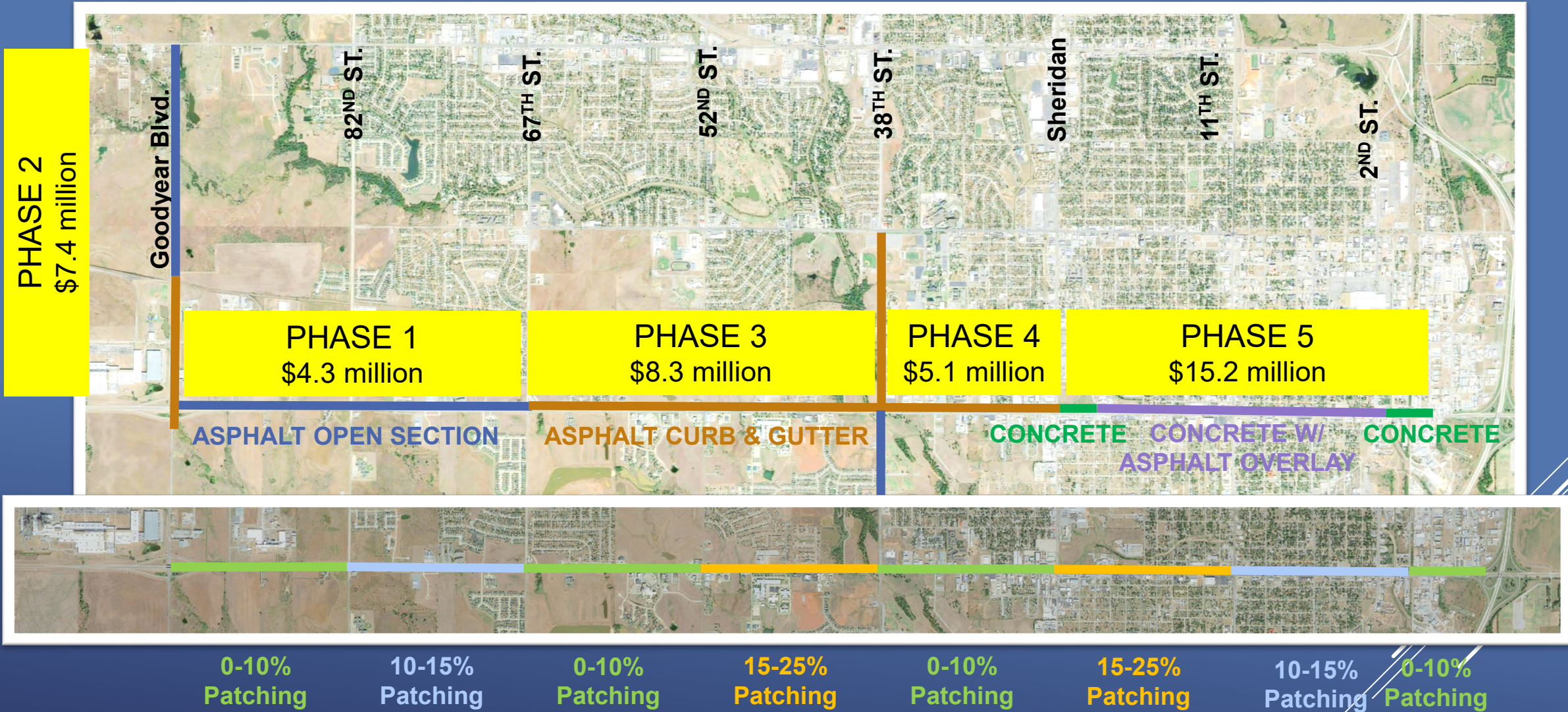
REHABILITATE LEE BLVD – 97TH ST (GOODYEAR BLVD.) TO I-44 PROJECT EN2002

- ❑ Council approved a contract with EST, Inc., for Corridor Pavement Evaluation Study on September 08, 2020.
- ❑ Cost: Contract Amount: \$232,700
Task Order #4: \$4,590
Revised Amount: \$237,290
- ❑ Study Limits:
 - SW Lee Boulevard approximately 0.75 miles West of Goodyear Boulevard and extends approximately 8.6 miles East
 - Goodyear Boulevard beginning approximately 0.1 miles south of Lee Boulevard and extending approximately 2.1 miles North
 - Includes collection of existing information (as-built plans, traffic data, accident history), distress survey, pavement coring, geotechnical report and pavement recommendations, cost estimates



- ❑ Study 100% Complete; Report Finalized
- ❑ Phase-1 Lee Blvd. Resurfacing Plans (SW 67th ST to SW 97th ST)
Project No. EN2002A: 100% complete
- ❑ Funding Source: Propel

PHASE 2
\$7.4 million



- Recommendations:
 - Cold mill and overlay for asphalt sections.
 - Replace panels and crack seal for concrete section.

PAVEMENT RESURFACING, LEE BLVD PHASE I (SW 67TH ST TO SW 97TH ST) PROJECT NO. EN2002A

- Consultant: EST, Inc.
- Contractor: T&G Construction, Inc.
- Cost: \$2,855,300.03 (\$855,300.03 Lawton's share)
 - Paid: \$688,842.47; Remaining: \$2,166,457.56
- Council awarded the contract on April 12, 2022
- Notice to Proceed: May 16, 2022
- Awarded with \$2.0 million EDA grant for SW 97th ST to 38th ST section through ASCOG
- Funding Sources: EDA Grant (\$2.0 million) and Propel



CITY HALL RENOVATION PROJECT EN2004A

- ▶ EST Inc. providing Project Management Services
 - ▶ Cost: \$26,600
- ▶ Design Consultant: MA+ Architecture
 - ▶ Schematic design approved by City Council: July 13, 2021
 - ▶ Schematic design (Preliminary Report) fees: \$67,500
 - ▶ Estimated costs, including Construction Costs, A&E fees and FF&E costs: \$6,734,087.13 (Includes base bid + Alternate Package I)
 - ▶ Amendment No.1 approved by Council on September 28, 2021 to include final design & construction services into MA+ Architecture contract in the amount \$328,515
- ▶ Agreement between City of Lawton and CMS Willowbrook, Inc. for Construction Manager at Risk (CMAR) Services for the Project EN2004A City Hall Renovation with a construction budget not to exceed \$5,755,630.00 was approved at May 10, 2022, Council meeting.
- ▶ Design is at 95% level for final design comments. The estimated time required for this contract is 23 months
- ▶ Construction of the parking lot needs to take place prior to starting on other portions of the work, to provide adequate parking spaces for customers and Staff. Along with the parking lot plans, the Council at the June 28, 2022 council meeting, approved the purchase of the HVAC units required for the remodeling project.
 - ▶ Bid Opening held on July 27, 2022
- ▶ Funding Source: Propel



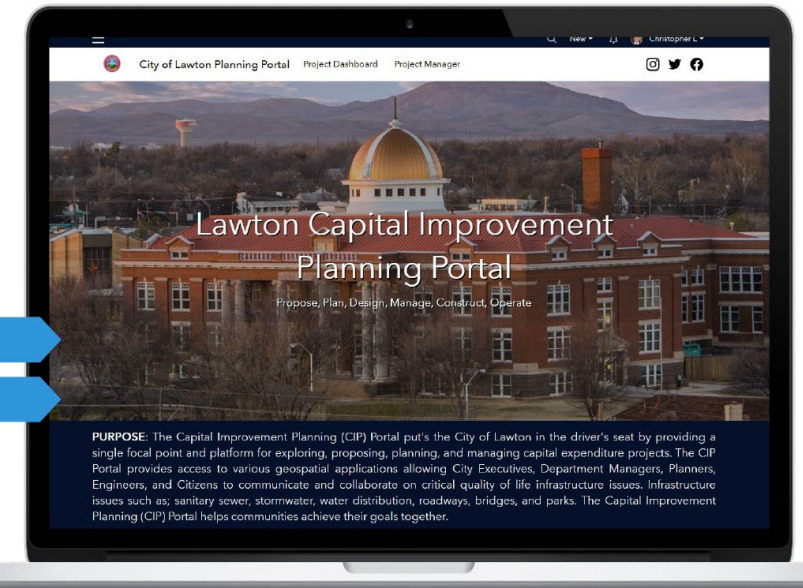
PROPEL CIP PROGRAM PLANNING PROJECT EN2009

- ❑ Consultant: Garver, Inc.
- ❑ Fee: \$543,540; Paid: \$426,462.90
- ❑ Council awarded contract on 23rd February 2021
- ❑ Includes development of a process to prioritize and budget projects to implement a city-wide CIP
- ❑ Kick-off meeting took place on April 16, 2021
- ❑ Project is 95% complete
- ❑ Finalized Business Case Evaluation form and scoring matrix
- ❑ Working on ranking/prioritizing, budgeting projects for the next five fiscal years
- ❑ Funding Source: Propel

Capital Improvement Planning – Common Web Portal

Proof of concept

Editable by City staff



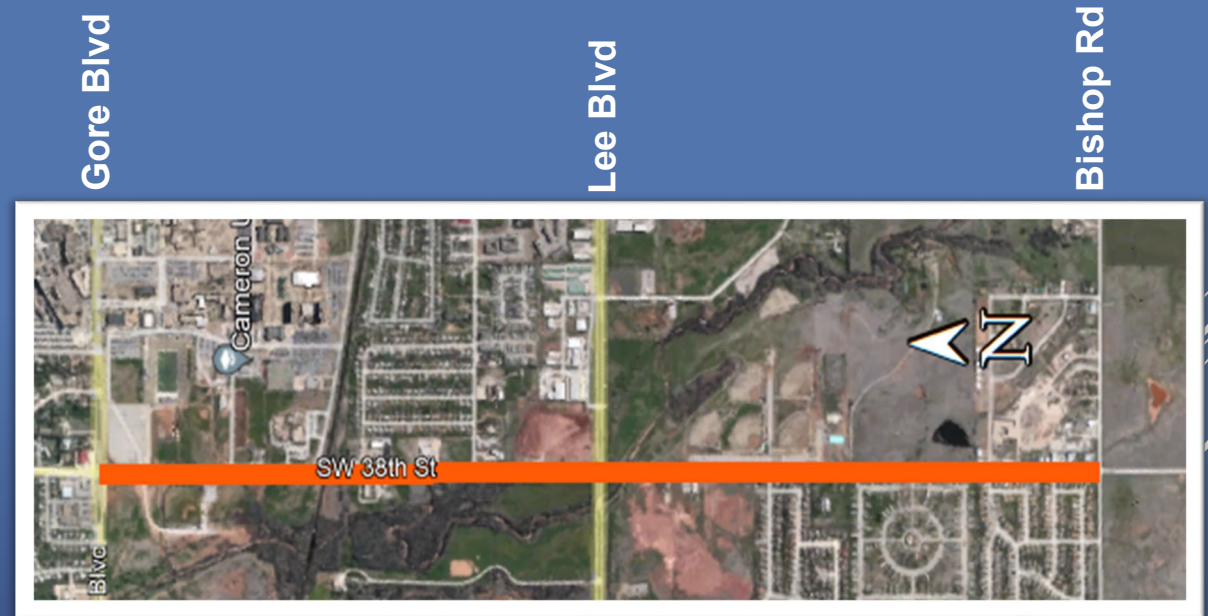
*Source: Garver; Meshek & Associates

AD VALOREM PHASE III

SW 38TH ST – BISHOP RD TO GORE BLVD.

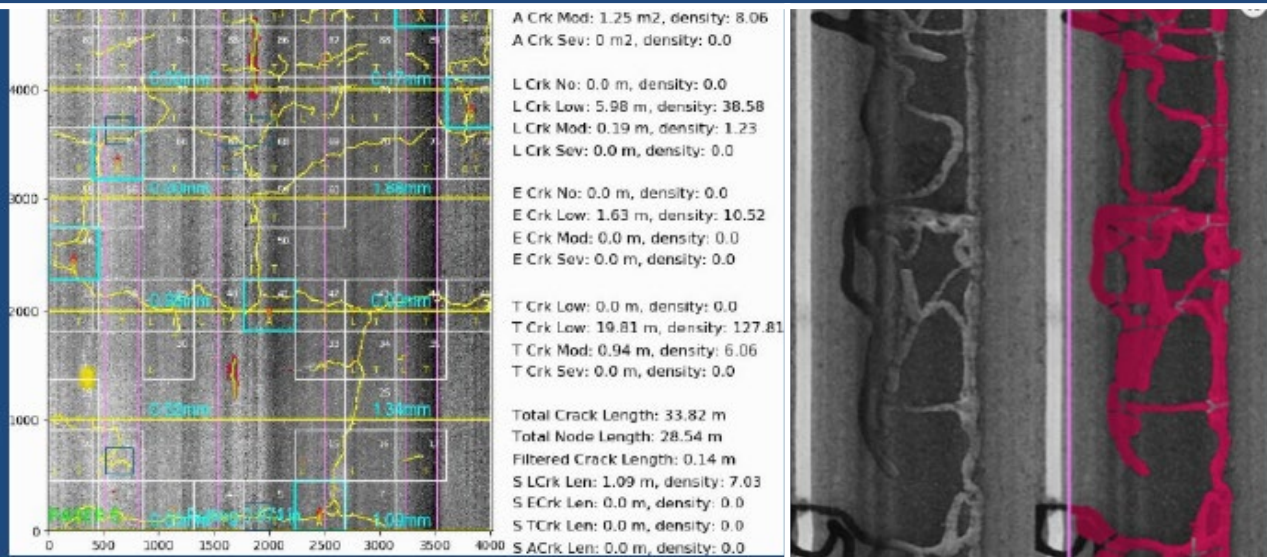
PROJECT NO. EN2102

- Consultant: EST, Inc.
- Council awarded the design contract on September 14, 2021
- Design Cost: \$406,770
- Design at 30% level
- Includes:
 - Geotechnical investigations and pavement design
 - Right-of-way and utility relocation coordination; and
 - Design and preparation of construction plans for approximately 2 miles section from Gore Blvd to Bishop Rd.
- Funding Source: Streets & Roadway GOBOND (Ad Valorem)



PAVEMENT ASSESSMENT PROGRAM PROJECT EN2103

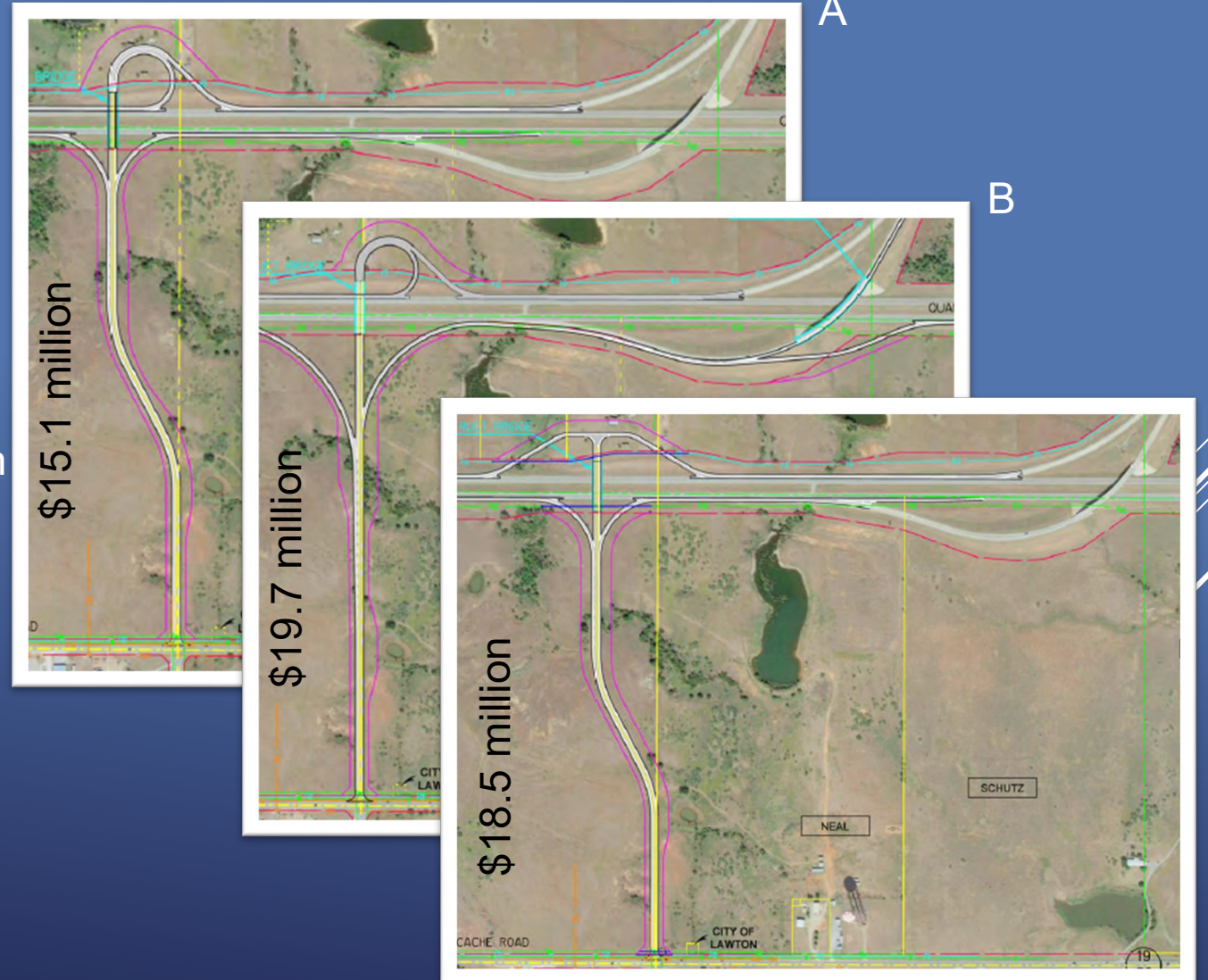
Data Collection
Vehicle
LCMS-2



- ▶ Request for Proposal was sent out on June 21, 2021
- ▶ Cost: \$450,616
 - ▶ Paid: \$142,848.00; Remaining: \$307,768.00
- ▶ Includes:
 - ▶ Pavement Condition Data Collection and Processing
 - ▶ Loading Pavement Data into ESRI ARC GIS
 - ▶ Pavement Analysis and Budget Development
- ▶ Submission Deadline: August 04, 2021
- ▶ Received proposals from three different firms
- ▶ Selected Consultant: **Infrastructure Management Services, LLC**
- ▶ Council awarded the contract on January 11, 2022 council meeting
- ▶ Status:
 - ▶ Deflection testing is completed; condition data of pavements is completed
 - ▶ working on analyzing condition data and processing deflection data
- ▶ Funding Source: Propel

GOODYEAR BOULEVARD EXTENSION TO US-62 INTERCHANGE PROJECT EN2104

- ▶ Consultant: EST, Inc.
- ▶ Design Cost: \$1,185,610
- ▶ Design contract with EST, Inc. is on August 23, 2022, Council meeting; Selected Option G as the preferred Alternative
- ▶ ODOT-City funding share for Construction: 80%-20%
- ▶ Funding Source: Propel



G

ON CALL CITYWIDE SIDEWALK CONTRACT PROJECT EN2107

- ▶ To construct sidewalk around the city with overall project amount of One Million Dollars (\$1,000,000) at the contract unit prices bid and to be constructed within a period of one year.
- ▶ Council awarded construction contract to MTZ Construction, Inc. for the On-Call Citywide Sidewalk - Project EN2107 at February 8, 2022, meeting.
- ▶ Notice to Proceed: April 11, 2022
 - ▶ Work Order No. 1: Sheridan Rd. from NW Cache Rd. to NW Smith Ave. was completed on June 23rd (27 days ahead of schedule)
 - ▶ Work Order No. 2: Gore Blvd. from NW 53rd Street to NW 67th Street began construction on June 24th (150 days) and is now approximately halfway completed
 - ▶ Work Order No. 3: NW 53rd Street from Gore Blvd. to Cache Rd. is currently under design
- ▶ Groundbreaking Ceremony was held on April 21, 2022.
- ▶ Funding Sources: MM sales tax proceeds, Propel



MCMAHON MEMORIAL AUDITORIUM ADDITION AND RENOVATION, PHASE 1

PROJECT EN2108P1

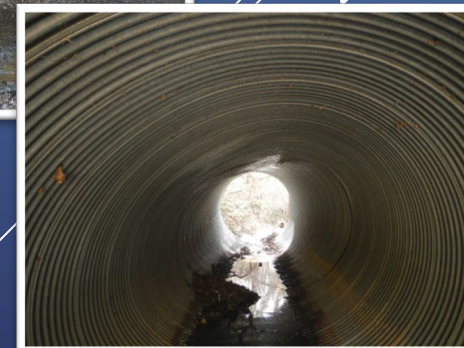
- Design Consultant: C.H. Guernsey
 - Design fees: \$328,950
- Design contract includes the design elements for ADA requirements, HVAC Systems upgrades along with associated landscaping to meet the current building code requirements
- Council awarded contract to C.H. Guernsey at the June 8, 2021 meeting
- Held kick-off meeting on July 15, 2021
- Working on final design and construction delivery package
- Agreement between City of Lawton and CDBL, Inc. for Construction Manager at Risk (CMAR) Services for the Project EN2108P1 McMahon Auditorium and Renovation, Phase 1 with a construction budget not to exceed \$4.0 million was approved at May 10, 2022, Council meeting.
- Status: Working on final design and construction delivery package. The estimated time required for this contract is 16 months.
- Funding Source: Propel

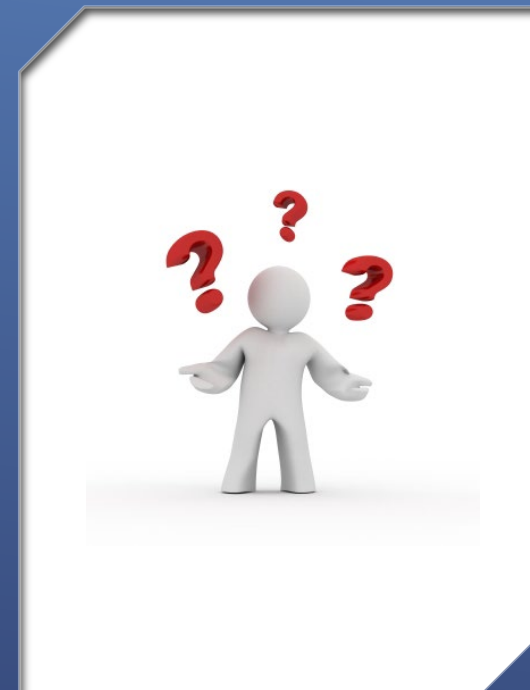


BRIDGE PROJECTS – REPLACEMENT & REHABILITATION

PROJECT EN2106

- ▶ Replace Bridges **M94-2** and **M94-3** on 11th Street
 - ▶ Design Consultant: H.W. Lochner
 - ▶ **Fees: \$492,703**
 - ▶ Total Estimated Project Cost:
 - ▶ For M94-2 & M94-3: \$5,300,000
 - ▶ Funding Source: Propel
- ▶ Rehabilitation Bridges **M09-1** and **M09-2** on Cache Road over Wolf Creek
 - ▶ Design Consultant: H.W. Lochner
 - ▶ **Fees: \$65,900**
 - ▶ Total Estimated Project Cost:
 - ▶ For M09-1 & M09-2: \$1,150,000
 - ▶ Funding Source: Propel
- ▶ Replace Bridge **M14-4** on NE 29th St over Wrattan Creek
 - ▶ Design Consultant: H.W. Lochner
 - ▶ **Fees: \$59,900**
 - ▶ Funding Source: Propel





QUESTIONS?



City of Lawton

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

Commentary

File #: 22-434

Agenda Date: 8/9/2022

Agenda No: 24.

ITEM TITLE:

Pursuant to Section 307B.4, Title 25, Oklahoma Statutes, consider convening in executive session to discuss an action relating to litigation against the manufacturers and distributors of opioids in an effort to hold them accountable for their marketing practices alleged to have caused public nuisance and monetary damages suffered by municipalities, specifically, the City's pending litigation in City of Lawton v. Purdue Pharma Inc., et al, CIV-19-78 as part of In Re: National Prescription Opiate Litigation MDL No. 2804, to include a discussion and consideration for approval a potential settlement with distributors Cardinal Health, McKesson Corporation and AmerisourceBergen Corporation, and if necessary take action in open session that may include the approval of one or more resolutions and/or other documents related to any such settlement.

INITIATOR: John Ratliff, City Attorney

STAFF INFORMATION SOURCE: Timothy Wilson, Deputy City Attorney

BACKGROUND: The City Attorney desires to discuss with the Mayor and Council its ongoing opioid litigation and if necessary, take action in open session. Said discussion will include a discussion and consideration of a potential settlement with distributors Cardinal Health, McKesson Corporation and AmerisourceBergen Corporation. The City Attorney advises the City Council that the Council should determine that disclosure of confidential communication between the Council and the City Attorney regarding the above referenced action will seriously impair the ability of the City Attorney to protect the City's interest, and from that determination, the Council should convene in executive session to discuss this matter.

EXHIBIT: N/A

KEY ISSUES: N/A

FUNDING SOURCE: N/A

STAFF RECOMMENDED COUNCIL ACTION: Convene in executive session to discuss an action against the manufacturers and distributors of opioids in an effort to hold them accountable for their marketing practices alleged to have caused public nuisance and monetary damages suffered by municipalities, and if necessary, take action in open session.



City of Lawton

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

Commentary

File #: 22-502

Agenda Date: 8/9/2022

Agenda No: 25.

ITEM TITLE:

Pursuant to Section 307B.4, Title 25, Oklahoma Statutes, consider convening in executive session to discuss an action relating to litigation against the manufacturers and distributors of opioids in an effort to hold them accountable for their marketing practices alleged to have caused public nuisance and monetary damages suffered by municipalities, specifically, the City's pending litigation in City of Lawton v. Purdue Pharma Inc., et al, CIV-19-78 as part of In Re: National Prescription Opiate Litigation MDL No. 2804, to include a discussion and consideration for approval a potential settlement with Johnson & Johnson, Janssen Pharmaceuticals, Inc., Ortho-McNeil Janssen Pharmaceuticals, Inc., and Janssen Pharmaceutica, Inc. (collectively "Janssen"), and if necessary take action in open session that may include the approval one or more resolutions and/or other documents related to any such settlement.

INITIATOR: John Ratliff, City Attorney

STAFF INFORMATION SOURCE: Timothy Wilson, Deputy City Attorney

BACKGROUND: The City Attorney desires to discuss with the Mayor and Council its ongoing opioid litigation and if necessary, take action in open session. Said discussion will include a discussion and consideration of a potential settlement with Johnson & Johnson, Janssen Pharmaceuticals, Inc., Ortho-McNeil Janssen Pharmaceuticals, Inc., and Janssen Pharmaceutica, Inc. (collectively "Janssen"). The City Attorney advises the City Council that the Council should determine that disclosure of confidential communication between the Council and the City Attorney regarding the above referenced action will seriously impair the ability of the City Attorney to protect the City's interest, and from that determination, the Council should convene in executive session to discuss this matter.

EXHIBIT: N/A

KEY ISSUES: N/A

FUNDING SOURCE: N/A

STAFF RECOMMENDED COUNCIL ACTION: Convene in executive session to discuss an action against the manufacturers and distributors of opioids in an effort to hold them accountable for their marketing practices alleged to have caused public nuisance and monetary damages suffered by municipalities, and if necessary, take action in open session.



City of Lawton

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

Commentary

File #: 22-503

Agenda Date: 8/9/2022

Agenda No: 26.

ITEM TITLE:

Pursuant to Section 307B.4, Title 25, Oklahoma Statutes, consider convening in executive session to discuss an action relating to litigation against the manufacturers and distributors of opioids in an effort to hold them accountable for their marketing practices alleged to have caused public nuisance and monetary damages suffered by municipalities, specifically, the City's pending litigation in City of Lawton v. Purdue Pharma Inc., et al, CIV-19-78 as part of In Re: National Prescription Opiate Litigation MDL No. 2804, to include a discussion and consideration for approval a potential settlement with Mallinckrodt PLC & Mallinckrodt LLC, and if necessary take action in open session that may include the approval one or more resolutions and/or other documents related to any such settlement.

INITIATOR: John Ratliff, City Attorney

STAFF INFORMATION SOURCE: Timothy Wilson, Deputy City Attorney

BACKGROUND: The City Attorney desires to discuss with the Mayor and Council its ongoing opioid litigation and if necessary, take action in open session. Said discussion will include a discussion and consideration of a potential settlement with Mallinckrodt PLC & Mallinckrodt LLC concerning opioid litigation. The City Attorney advises the City Council that the Council should determine that disclosure of confidential communication between the Council and the City Attorney regarding the above referenced action will seriously impair the ability of the City Attorney to protect the City's interest, and from that determination, the Council should convene in executive session to discuss this matter.

EXHIBIT: N/A

KEY ISSUES: N/A

FUNDING SOURCE: N/A

STAFF RECOMMENDED COUNCIL ACTION: Convene in executive session to discuss an action against the manufacturers and distributors of opioids in an effort to hold them accountable for their marketing practices alleged to have caused public nuisance and monetary damages suffered by municipalities, and if necessary, take action in open session.