



City of Lawton

City Council

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

Agenda Amended December 1, 2025

Tuesday, December 2, 2025

6:00 PM

Lawton City Hall
Wayne Gilley Auditorium

Meeting Called to Order with Invocation and Pledge of Allegiance

"Official action can be taken only on items which appear on the agenda. The Council may adopt, approve, ratify, deny, defer, recommend, or continue any agenda item. The Council may also propose and enact floor amendments to any matter presented before them. 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."

Roll Call

Presentation

1. Marine Recognition Event
2. Employee Spotlight Award: Alex Moore
3. True North Award Recipient

Reports: Mayor/City Council/City Manager

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.

4. Consider approving a resolution amending the City of Lawton FYE26 budget, as amended, to appropriate \$40,000.00 from a FEMA reimbursement for a swiftwater rescue deployment to the Fire Operations-Supplies, Tools, and Equipment account 1007501-51000 for funding new and replacement swiftwater rescue gear and equipment.
5. Consider approving a resolution authorizing the installation of one 250 watt LED fixture on wood pole at the Southeast corner of the intersection of NE Rogers Lane and I-44 Interstate exit ramp in conjunction with the Rogers Lane Lighting Project.
6. Consider approving a resolution amending Appendix A, Chapter A-19, Article

A-19-1, General Lake and Recreation, and Appendix A, Chapter A-19, Article A-19-5, Schedule of Fees and Charges, Lawton City Code, 2015, by keeping School House Slough dry-stall annual lease rates at the existing 2025 rates, and raising Ralph's Resort annual boathouse fees to be consistent with the current concessionaire.

7. Consider extending contract (CL24-008) Heavy Equipment Service and Parts to C.L. Boyd Co. Inc. of Oklahoma City, Ok.
8. Consider and take action approving the plans, specifications and authorize advertisement for the construction of the Transite Water Lines Replacement Project PU2504 to replace high-maintenance water lines throughout the city.
9. Consider and take action in awarding a contract in the amount of \$3,425,000.00 to Southern Infrastructure Group, LLC, for the construction of Gondola Lake Dam Improvements Project PU2411 to rehabilitate the existing dam structure.
10. Consider approving a Task Order for providing engineering services related to Project PR2502- School House Slough Parking Lot/Road Pavement Project for the design of improvements at the entrance road to the existing School House Slough site on Lake Lawtonka.
11. Consider and take action in awarding a contract in the amount of \$1,733,638.00 to TIMCO Blasting & Coatings, INC., for the construction of the Map 44 Water Line Replacement Project PU2502 to replace approximately 4,100 linear feet of existing water line.
12. Consider approving Amendment No. 3 to the professional design services agreement with H.W. Lochner, Inc. on Project EN2106 –Bridge Rehab.
13. 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 and economic development in the City, and authorize the Mayor and City Clerk to execute the agreement.
14. Consider approving an amendment to Council Policy 1-6: Council Rules of Procedure by adding "trust authorities" to the list of entities that City Council can create and requiring the council members will not submit or receive a nomination for a trustee that would cause them to serve for more than nine consecutive years; to require individuals who sign up to speak to personally address the City Council; to prohibit speakers from delegating their time or designating another person to speak on their behalf, except when accommodations such as interpreters are needed; to allow owners of business in the City of Lawton to speak during audience participation; and to require all Lawton residents wishing to speak during the meeting to submit a Request to

Speak Form before the meeting is called to order.

15. Consider accepting \$20,000.00 from Builders Investment Group LLC and approving a Release of Lien for several liens on several properties bought at the county tax resale or from the county directly, allowing the developer to continue building brand-new, affordable duplexes and cottages across the City of Lawton.
16. Considering accepting a letter of request from the Lawton Metropolitan Planning Organization (LMPO) and approving an amendment for each one of the three memorandums of understanding the City has with the LMPO for the annual grants managed by the LMPO, allowing the LMPO to retain a total of \$150,000 for future transportation related contracts.
17. Consider accepting a reimbursement of \$196,903.26 from the Lawton Metropolitan Planning Organization (LMPO) in accordance with the annual memorandum of understandings between LMPO and the City, and consider approving a resolution amending the City of Lawton FYE26 budget, as amended, to appropriate said reimbursement to the Capital Improvement Fund for the Gore Boulevard Traffic Signalization Timing Project.
18. Consider accepting the Health Literacy grant of \$5,000 from the Oklahoma Department of Libraries for health literacy activities and authorizing the Mayor to sign necessary paperwork.
19. Consider ratifying the City Manager's decision and execution of a settlement agreement to accept a reduced payment for existing liens for the properties located at 407 SW 17th Street, 2525 SW J Avenue, and 2805 SW I Avenue in order to align with the City's goal of fostering neighborhood improvement and providing affordable housing options for the community.
20. Consider approving an agreement between the City of Lawton and Comanche County authorizing the County to operate and burn debris on City property at Lake Ellsworth, to include the execution of an agreement concerning the same and any other necessary documents.
21. Consider approving a mutual access easement and usage agreement with Richard Garcia and Pamela Garcia for a portion of existing SW 3rd Street, south of SW Douglas Ave, to ensure continued legal public access to the property located at 2102 SW 3rd Street, and authorizing the Mayor and City Clerk to execute the agreement.
22. Consider determining the actual costs of the dismantling and removal of dilapidated buildings and other expenses that may be necessary in conjunction with same by approving invoices for demolition of properties as required by State Statue 11-22-112.4 for properties located at 2002 NW 19th Street, 1612

NW Taft Avenue, 601 NW Dearborn Avenue, 406 NW 6th Street, 1012 SW Monroe Avenue, 1206 NW Euclid Avenue, 1003 SW 66th Street, 1803 NW 40th Street, 617 SW Doolittle Avenue, 1211 NW Bessie Avenue, 2613 SW E Avenue, and 710 SW I Avenue.

23. Consider approving the claims list from November 8, 2025, through November 28, 2025.
24. Consider approving proposed appointments to boards and commissions.

Unfinished Business

25. Receive a report from the Housing & Community Development Administrator regarding the current status of a Tenant Based Rental Assistance (TBRA) with the Lawton Housing Authority (LHA) and take action as deemed necessary.

Business Items

26. Hold a public hearing for the purpose of giving any interested persons the opportunity to be heard in support of or opposition to the proposed Third Amended Lawton Downtown Economic Development Project Plan, pursuant to the Local Development Act, 62 O.S. §850, et seq., and consider approval of an ordinance pertaining to the Lawton Tax Increment Financing Regulation amending Article 10-15, Chapter 10, Lawton City Code, 2015, approving the Third Amended Lawton Downtown Economic Development Project Plan; reducing the area within the boundaries of Increment District No. 2, City of Lawton; identifying and establishing the boundaries of two increment districts; deferring the naming and the date of creation for the two increment districts; designating and adopting project area boundaries; adopting certain findings; authorizing the use of ad valorem, sales, use, and occupancy tax increment revenues apportioned from increment districts for the payment or financing of eligible project costs; ratifying and confirming the actions, recommendations, and findings of the Review Committee and the City Planning Commission; providing for severability; providing for codification; and by separate motion and vote, declaring an emergency.
27. Consider a request from the property owner for additional time to remodel the structure located at 511 NW Bell Avenue, per Section 6-1-1-108 Section D that states after 180 days the property will go back to City council for specific authorization by the Council.
28. Consider approving the agreement between the Mountain Bike Club of the Wichitas' and the City of Lawton for construction of new bridge on the SW corner of Lake Lawtonka.
29. Consider approving an ordinance pertaining to Utilities, Amending Sections

22-4-1-410 And 22-4-1-412 , both in Division 22-4-1, Article 22-4, Chapter 22, Lawton City Code 2015 by adding provisions for abandoned shopping carts to be considered bulk waste, clarifying bulk waste terminology and setting fees as such, providing for severability and establishing an effective date.

30. Consider approving an Ordinance pertaining to Business Licenses by repealing and reserving Section 7-32-1-3201 through 7-32-1-3204, Division 7-32-1, Article 7-32, Lawton City Code, 2015; by removing the scrap metal dealers requirements from Chapter 7, providing for severability and establishing an effective date.
31. Consider approving an Ordinance pertaining to Offenses and Crimes, by creating Sections 16-5-5-501 through 16-5-5-504, Division 16-5-5, Article 16-5, Chapter 16, Lawton City Code, 2015; by moving the requirements for the scrap metal dealers from Chapter 7 to Chapter 16 of the Code, adding the City of Lawton as an exempted seller, providing for severability and establishing an effective date.
32. Consider approving a resolution amending Appendix A, Schedule of Fees and Charges, Lawton City Code, 2015, as amended, by establishing fees for the collection and storage of abandoned shopping carts and establishing an effective date.
33. Consider holding a public hearing and approving a certificate for a Use Permitted on Review request to allow the construction of a townhouse development on Lots 13–18, Block 14, College Addition, located at 2614, 2616, 2618, 2620, 2622, and 2624 SW D Avenue, Lawton, OK 73505, waiving two of the townhouse development requirements per the City Planning Commission's recommendation, and take appropriate action as deemed necessary.

Executive Session

34. Pursuant to Section 307(B)(1), Title 25, Oklahoma Statutes, consider convening in executive session discuss the continued employment of the city manager, specifically to conduct the annual performance review of John Ratliff, City Manager, and, in open session, take other action as necessary.
35. Pursuant to Section 307B.4, Title 25, Oklahoma Statutes, consider convening in executive session to discuss the pending case in Comanche County District Court titled John D. Horton v. City of Lawton, et al., Case No. CJ-2025-691, and if necessary, take appropriate action in open session.
36. Pursuant to Section 307B.4, Title 25, Oklahoma Statutes, consider convening in executive session to discuss a pending claim and potential litigation

involving the demolition of property located at 401 Summit Avenue and, if necessary, take appropriate action in open session.

37. Pursuant to Section 307(B)(1), Title 25, Oklahoma Statutes, consider convening in executive session discuss the continued employment of the city clerk, specifically to conduct the annual performance review of Donalynn Blazek-Scherler, City Clerk, and, in open session, take other action as necessary.

Audience Participation

Lawton citizens who have completed a Request to Speak Form and wish to address business not listed on the agenda may step forward at this time.

To ensure compliance with the Oklahoma Open Meeting Act, the Mayor and Council will receive comments but will NOT engage in direct responses. However, they may refer matters to the appropriate department or individual for further consideration and follow-up action.

To participate, speakers must submit a Request to Speak Form to the City Clerk and reside within the Lawton city limits. Each speaker is allotted 3 minutes, with a maximum of 9 minutes per topic, and Audience Participation is limited to 30 minutes total. All participants are expected to follow the Rules of Decorum as outlined in Council Policy 1-6.

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."

Item Title:

Marine Recognition Event

Initiator: Jason Poudrier, Arts & Humanities - Administrator

Information Source: Jason Poudrier, Arts & Humanities - Administrator

Background:

The Marine Corps School of Artillery with direct coordination support from GySgt Arian F. Maceda has provided considerable support that was crucial to the success of this year's Lawton Fort Sill Freedom Festival and International Festival. GySgt Maceda coordinated with Arts and Humanities House Manager Stavis Morman to provide 14 Marines for multiple hours support for setup, operations, and break-down of both events. The Marines volunteer for a total of over 500 hours of support.

From assisting with setup of stages, mounting flags onto tents, to driving ADA Golf Carts, assistance with parking coordination, and even supporting drink booth sales. The Marines invaluable contribution of services in support to the City of Lawton enabled the success of this year's festival.

Correlation to the True North Statement:

The Marines' service supports our citizens of Lawton and the public acknowledgment of their service assists in the transparency of City Operations and shines light on those whose services benefit the City of Lawton. Their volunteer services increase the efficiency of our festival operations and substantially reduce outside labor costs.

Exhibit:**Key Issues:**

Recognition is needed for Marine Contribution in support of City events.

Funding Source:

N/A

Recommended Action:

Recognize Marine Contribution and provide certificate and plaque to Marines (Certificates and Plaque to be created by the Arts and Humanities Division)

ATTACHMENTS:

None

Item Title:

Employee Spotlight Award: Alex Moore

Initiator: Craig Akard, Director

Information Source: Craig Akard, Director

Background:

Alex Moore was nominated by Heith Renschen. Alex works at the Medicine Park Water Treatment Plant

Correlation to the True North Statement:

Alex took the time to not only take students on a tour through the water plant, he took the time to thoroughly explain the plant and answer all the questions asked. This shows his concern and transparency in what the plant does and the knowledge the employees have. The Employee Advisory Committee met on November 6, 2025 and approved this nomination for the award.

Exhibit:

Employee Spotlight Award Nomination Form for Alex Moore

Key Issues:

N/A

Funding Source:

N/A

Recommended Action:

Recognize Alex Moore with the Employee Spotlight Award.

ATTACHMENTS:

1. SKM_C301i25110514580

EMPLOYEE SPOTLIGHT AWARD NOMINATION FORM

Nominee: Alex Moore

Position: Maintenance Technician

Date: 10/28/2025

Division: MPWTP

Department: Public Utilities

List specific reasons why you have nominated this employee. Relate specific incidents that will aid the EAC in reaching a decision to select this employee for a Spotlight Award.

Alex recently led a tour for the Industrial Automation students from Great Plains Technology Center at the Medicine Park Water Treatment Plant. During the visit, he provided real-world insights into their studies—covering everything from pumps to PLCs—and demonstrated how classroom concepts are applied in the field. The GPTC staff and students were thoroughly impressed with Alex's depth of knowledge and his ability to explain complex systems in a way that was both engaging and easy to understand. They expressed sincere gratitude for his time and expertise, saying how thankful they were to have him as their guide.

(If additional space is required attach an additional page)

Name of Nominator: Heith Renschen

Signature: 

Please forward to Nominee's Immediate Supervisor

THIS SECTION TO BE COMPLETED BY NOMINEE'S IMMEDIATE SUPERVISOR

Please provide your comments regarding the nominee and the information submitted on his/her behalf.

ALEX IS QUOTE KNOWLEDGEABLE ABOUT THE CONTROLS AND AUTOMATION OF THE PLANT. HE ENJOYS PARTICIPATING IN ALL THE TOURS THAT GO THROUGH THE PLANT.

(If additional space is required attach an additional page)

Name of Supervisor: BRET KELLEY

Signature: 

Please forward to Nominee's Department Director

THIS SECTION TO BE COMPLETED BY NOMINEE'S DEPARTMENT DIRECTOR

Please provide your comments regarding the nominee and the information submitted on his/her behalf.

Alex does a great job training and leading tours at the plant. He work hard get quotes and alternatives for making repairs and upgrades at the water plant.

(If additional space is required attach an additional page)

Name of Director: RT Whisenand

Signature: 

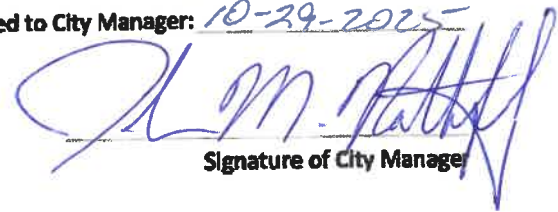
Please forward to Human Resources

THIS SECTION TO BE COMPLETED BY HUMAN RESOURCES

Date received: 10-29-2025

Date submitted to City Manager: 10-29-2025

Action taken by City Manager:


Signature of City Manager

Item Title:

True North Award Recipient

Initiator: John Ratliff, City Manager

Information Source: John Ratliff, City Manager

Background:

The True North Award is presented to a City of Lawton employee who exemplifies the core principles outlined in the City's True North Culture Statement-dedication to service, commitment to excellence, and a focus on citizen-centered outcomes. This recognition honors those who go above and beyond in their daily responsibilities, contribute to a culture of teamwork and accountability, and consistently make a positive difference in the lives of Lawton residents. The selected recipient demonstrates what it means to live out the City's mission and values, not just in words, but in action.

Correlation to the True North Statement:**Exhibit:****Key Issues:****Funding Source:****Recommended Action:**

Presentation of Award.

ATTACHMENTS:

None

Item Title:

Consider approving a resolution amending the City of Lawton FYE26 budget, as amended, to appropriate \$40,000.00 from a FEMA reimbursement for a swiftwater rescue deployment to the Fire Operations-Supplies, Tools, and Equipment account 1007501-51000 for funding new and replacement swiftwater rescue gear and equipment.

Initiator: Jared Williams, Operations - Chief

Information Source: Jared Williams, Operations - Chief

Background:

In October 2024, the Lawton Fire Department was selected to send a team to Florida in response to a catastrophic flood caused by Hurricane Milton. The Fire Department deployed a team of seven personnel to Florida for 10 days—costs incurred for sending personnel and assets, such as boats and rescue equipment. The total reimbursement request is \$82,328.19. At this time, 75% (\$61,746.14) of that reimbursement has been paid to the City of Lawton. The Fire Department is requesting \$40,000.00 of this payment be appropriated to the Fire Operations — Supplies, Tools, and Equipment account (1007501-51000) for the purchase of new and aging/outdated swiftwater equipment for future rescue efforts. A budget amendment is needed to appropriate the funding.

Correlation to the True North Statement:

This correlates to the Safe Community principle because new and updated swiftwater equipment enables high-quality rescues. In addition to the deployment, LFD responded to many water rescues in Lawton in Spring 2025.

Exhibit:

Resolution No. 25-_____

Key Issues:

N/A

Funding Source:

FEMA deployment reimbursement

Recommended Action:

Approve a resolution amending the City of Lawton FYE26 budget, as amended, to appropriate \$40,000.00 from a FEMA reimbursement for a swiftwater rescue deployment to the Fire Operations-Supplies, Tools, and Equipment account 1007501-51000 for funding new and replacement swiftwater rescue gear and equipment.

ATTACHMENTS:

1. 12.02.25 FEMA Reimbursement Resolution

**CITY OF LAWTON, OKLAHOMA
RESOLUTION NO. 25-_____**

A RESOLUTION AMENDING RESOLUTION NO. 25-147, WHEREBY THE CITY OF LAWTON, OKLAHOMA BUDGET FOR FISCAL YEAR 2025-2026 WAS ORIGINALLY ADOPTED, AND AS PREVIOUSLY AMENDED BY RESOLUTION NO. 25-184, RESOLUTION NO. 25-191, RESOLUTION NO. 25-192, RESOLUTION NO. 25-213, RESOLUTION NO. 25-216, RESOLUTION NO. 25-237, RESOLUTION NO. 25-259, AND RESOLUTION NO. 25-262, TO APPROPRIATE FORTY THOUSAND AND 00/100 DOLLARS (\$40,000.00) TO THE FIRE OPERATIONS DIVISION'S SUPPLIES, TOOLS AND EQUIPMENT ACCOUNT TO FUND NEW AND REPLACEMENT SWIFTWATER RESCUE GEAR AND EQUIPMENT.

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, 2026 (FY 2025-2026) 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. 25-147 approved the City of Lawton, Oklahoma budget for Fiscal Year 2025-2026, and established budget amendment authority; and

WHEREAS, Council previously approved Resolution No. 25-184, amending Resolution No. 25-147 by appropriating up to One Million Two Hundred Thousand and 00/100 Dollars (\$1,200,000.00) to the Emergency Reserve Fund for the repair of landfill cells six and seven; and

WHEREAS, Council previously approved Resolution No. 25-191, amending Resolution No. 25-147 by appropriating Five Million Seven Hundred Two Thousand Sixty-Four and 18/100 Dollars (\$5,702,064.18) to the Grant Fund for the completion of the Elmer Thomas Park Aquatic Center and Two Million Six Hundred Fifty-Nine Thousand Three Hundred Seventy-Two and 54/100 Dollars (\$2,659,372.54) to the 2019 Capital Improvement Fund for the US-62 Interchange Project; and

WHEREAS, Council previously approved Resolution No. 25-192, amending Resolution No. 25-147 by appropriating Fifty-Three Thousand and 00/100 Dollars (\$53,000.00) to the Special Revenue Fund for critical fire training programs; and

WHEREAS, Council previously approved Resolution No. 25-213, amending Resolution No. 25-147 by appropriating Sixty-Six Thousand Three Hundred Thirty-One and 39/100 Dollars (\$66,331.39) to the General Fund and Four Thousand Five Hundred Thirty-Eight and 34/100 Dollars (\$4,538.34) to the Stormwater Fund for the repair of City facilities; and

WHEREAS, Council previously approved Resolution No. 25-216, amending Resolution No. 25-147 by appropriating Forty-One Thousand Twenty-Seven and 18/100 Dollars (\$41,027.18) in forfeiture funds to the Grant Fund for the purchase of a vehicle and other allowable expenses and One Thousand Nine Hundred Twenty-Seven and 27/100 Dollars (\$1,927.27) in funds reimbursed by the Ft. Sill Apache Casino to the General Fund for police overtime expenses; and

WHEREAS, Council previously approved Resolution No. 25-237, amending Resolution No. 25-147 by appropriating One Million Two Hundred Sixty-Nine Thousand Four Hundred Three and 92/100 dollars (\$1,269,403.92) to the General Fund for the repair of city facilities, One Million Five Hundred Twenty-Five Thousand Seven Hundred Six and 00/100 Dollars (\$1,525,706.00) to the General Fund for the Elmer Thomas Park Amphitheater and Lake Helen Boardwalk design, and Eight Thousand Three Hundred Seventy-Four and 35/100 Dollars (\$8,374.35) to the 2019 Capital Improvement Fund for the payment of final invoices relating to the PW2101 Landfill Cells 6 & 7 projects; and

WHEREAS, Council previously approved Resolution No. 25-259, amending Resolution No. 25-147 by appropriating Fourteen Thousand Three Hundred and 00/100 Dollars (\$14,300.00) to the Lakes Division's Repair and Maintenance account per paragraph B.2 of Section 19-4-411, Lawton City Code, and Thirty Million and 00/100 Dollars (\$30,000,000.00) to the 2019 Capital Improvement Fund for capital improvement projects; and

WHEREAS, Council previously approved Resolution No. 25-262, amending Resolution No. 25-147 by appropriating Eighty-Seven Thousand Three Hundred Forty and 00/100 Dollars (\$87,340.00) to the Cellular Fee Fund to fund up-front costs associated with the Oklahoma 911 Management Authority grant; and

WHEREAS, the City of Lawton has received reimbursement from FEMA for sending a Fire team to Florida in response to a catastrophic flood caused by Hurricane Milton; and

WHEREAS, a budget amendment is needed to appropriate Forty Thousand and 00/100 Dollars (\$40,000.00) to the Fire Operations division's Supplies, Tools and Equipment account to fund new and replacement swift water rescue gear and equipment.

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 2025-2026 Budget originally adopted on the 27th day of May, 2025, for the purpose of increasing appropriations in account 1007501-51000 by Forty Thousand and 00/100 Dollars (\$40,000.00).

SECTION 2. The City Council does hereby authorize the City Manager to transfer any unexpended and unencumbered appropriations, at any time throughout FY 2025-2026 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 2nd day of December, 2025.

(SEAL)

STANLEY BOOKER, MAYOR

ATTEST:

DONALYNN BLAZEK-SCHERLER, CITY CLERK

APPROVED as to form and legality this 2nd day of December, 2025.

JARI ASKINS, INTERIM CITY ATTORNEY

Item Title:

Consider approving a resolution authorizing the installation of one 250 watt LED fixture on wood pole at the Southeast corner of the intersection of NE Rogers Lane and I-44 Interstate exit ramp in conjunction with the Rogers Lane Lighting Project.

Initiator: Michael Watrous, Director

Information Source: Michael Watrous, Director

Background:

On November 3rd 2025, the City was notified by PSO that a light would need to be installed by PSO as a part of the Rogers Lane/I-44 Lighting Project, funded by a P3 grant. Other lighting will be installed by the city as a part of this project. This installation is at no cost to the city, other than recurring utility bills.

Correlation to the True North Statement:

Safety. Citizen

Exhibit:

Resolution No 25-_____

Key Issues:

N/A

Funding Source:

N/A

Recommended Action:

Approve a resolution to authorize the installation of one 250 watt LED fixture on wood pole at the Southeast corner of the intersection of NE Rogers Lane and I-44 Interstate exit ramp in conjunction with the Rogers Lane Lighting Project.

ATTACHMENTS:

1. Resolution No 25-_____

RESOLUTION NO. 25-

A RESOLUTION AUTHORIZING THE INSTALLATION AND REMOVAL OF STREET LIGHT FACILITIES

WHEREAS, the CITY OF LAWTON, OK, a municipal corporation, and Public Service Company of Oklahoma, a corporation, entered into a Street Lighting Contract, dated MARCH 2, 1965, and

WHEREAS, additional street lighting facilities are desired and necessary in addition to street lighting facilities described in Exhibit "A" as amended and attached to said contract, and

WHEREAS, said contract is in full force and effect, and the Municipality has on hand sufficient funds to comply with the terms and provisions of said contract,

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

SECTION 1. That Public Service Company of Oklahoma be requested, pursuant to the terms and provisions of the Street Lighting Contract dated MARCH 2, 1965, to install or remove street lighting facilities at the location(s) and of the lumen class rating as follows, to wit:

Installation of one (1) 250-watt equivalent light-emitting diode (LED) fixture on wood pole at the following location:

- Located at the southeast corner of the intersection of NE Rogers Lane and the Interstate 44 Exit Ramp, 34°38'15.96" N, 98°23'09.77" W
- Located in the northeast ¼ of Section 20-2N-11W C T A strip of land approx. 300' in width running from N. BDRY of NW/4 to S BDRY of SW/4 less: E 100' of this tract, Comanche County, City of Lawton, Oklahoma.

SECTION 2. Be it further resolved that City Officials are hereby authorized and empowered to submit to Public Service Company of Oklahoma a certified copy of this Resolution, together with a "Summary of Street Lighting Units Now In Service", which shall become a part of said contract dated MARCH 2, 1965. Said contract shall otherwise continue in full force and effect as to all its terms and provisions, with said street lights described in Section 1 to be in addition to the street lighting facilities in use under said contract as amended.

PASSED and APPROVED this _____ day of _____, 2025.

STANLEY BOOKER, MAYOR

ATTEST:

DONALYNN BLAZEK-SCHERLER, CITY CLERK

APPROVED as to form and legality this _____ day of _____, 2025

JARI ASKINS, INTERIM CITY ATTORNEY

**SUMMARY OF STREET LIGHTING UNITS NEW IN SERVICE
LAWTON, OKLAHOMA**

Number	Description, Size and Type of Lighting Units
82	50,000 Lumen Class (400 Watt) High Pressure Sodium on Wood Poles
1	50,000 Lumen Class (400 Watt) High Pressure Sodium on Concrete or Wood Poles
19	27,500 Lumen Class (400 Watt) High Pressure Sodium "Interstate Lights" on Wood Poles
34	27,500 Lumen Class (400 Watt) High Pressure Sodium "Interstate Lights" on Steel Poles
368	27,500 Lumen Class (250 Watt) High Pressure Sodium on Wood Poles
968	27,500 Lumen Class (250 Watt) High Pressure Sodium on Steel Poles
216	27,500 Lumen Class (Twin 250 Watt Luminaries) on Single Pole
49	27,500 Lumen Class (250 Watt) High Pressure Sodium on City Owned Poles
50	27,500 Lumen Class (250 Watt) High Pressure Sodium on Concrete Poles
212	16,000 Lumen Class (150 Watt) High Pressure Sodium on Wood Poles
37	16,000 Lumen Class (150 Watt) High Pressure Sodium Post Top Luminaries, Steel or Fiberglass Poles
4	16,000 Lumen Class (150 Watt) High Pressure Sodium on Concrete Poles.
2,157	9,000 Lumen Class (100 Watt) High Pressure Sodium on Wood Poles
786	9,000 Lumen Class (100 Watt) High Pressure Sodium Post Top Luminaries, Steel or Fiberglass Poles
3	9,000 Lumen Class (100 Watt) High Pressure Sodium on City Owned Poles
3	9,000 Lumen Class (100 Watt equivalent) Light-Emitting Diode on Wood Poles
15	9,000 Lumen Class (100 Watt equivalent) Light-Emitting Diode on Steel or Fiberglass Poles
1	10,000 – 20,000 Lumen Class Light-Emitting Diode on Wood Poles
10	20,000 – 35,000 Lumen Class Light-Emitting Diode on Wood Poles
5,014	Total Street Lighting Units Now in Service

For the purposes of billing, the foregoing summary covering all street lights now in service includes those added under the attached Resolution No. 510.

Dated this _____ day of _____, 2025.

STANLEY BOOKER, Mayor

ATTEST:

DONALYNN BLAZEK-SCHERLER, City Clerk

APPROVED as to form and legality this ____ day of _____ 2025.

JARI ASKINS, Interim City Attorney

Item Title:

Consider approving a resolution amending Appendix A, Chapter A-19, Article A-19-1, General Lake and Recreation, and Appendix A, Chapter A-19, Article A-19-5, Schedule of Fees and Charges, Lawton City Code, 2015, by keeping School House Slough dry-stall annual lease rates at the existing 2025 rates, and raising Ralph's Resort annual boathouse fees to be consistent with the current concessionaire.

Initiator: Larry Parks, Director

Information Source: James Bonnarens, Lakes - Superintendent, Kelvin Ingram, Deputy Director- Parks and Recreation

Background:

School House Slough currently maintains annual dry-stall lease rates scheduled for 2025. After review, staff recommends keeping these rates unchanged to ensure affordability and stability for current users.

Ralph's Resort, which operates under a concessionaire agreement, currently charges boathouse fees below the rate structure of the comparable, current concessionaire at Lake Lawtonka. To maintain rate equity, ensure consistent application of lake-related charges, and support uniform concessionaire expectations across all lake facilities, staff recommends adjusting Ralph's Resort annual boathouse fees to align with the established concessionaire rate schedule.

Correlation to the True North Statement:

Supports "Community Safety & Well-Being" and "Operational Excellence" by providing fair, consistent, and transparent fee structures across lake facilities, ensuring residents and concessionaires experience equitable treatment and clear standards.

Exhibit:

Resolution amending Appendix A, Chapter A-19, Articles A-19-1 and A-19-5, Lawton City Code, 2015.

Key Issues:

Keeps School House Slough dry-stall annual rates at existing 2025 levels.
Corrects rate disparity between Ralph's Resort and the current concessionaire.
Ensures consistency in lake facility fees and concession operations.

Funding Source:

User fee revenues from lake operations.

Recommended Action:

Staff recommends that the City Council approve the resolution amending Appendix A, Chapter A-19, Articles A-19-1 and A-19-5, Lawton City Code, 2015, to maintain School House Slough dry-stall annual lease rates at the existing 2025 schedule and to increase Ralph's Resort annual boathouse fees to match those assessed by the current concessionaire.

ATTACHMENTS:

1. Approved by legal_Fee Sched RR BH and SHS Dry rates mw

RESOLUTION NO. 25-__

A RESOLUTION AMENDING APPENDIX A, CHAPTER A-19, ARTICLE A-19-1, GENERAL LAKE AND RECREATION, AND APPENDIX A, CHAPTER A-19, ARTICLE A-19-5, SCHEDULE OF FEES AND CHARGES, LAWTON CITY CODE, 2015, BY KEEPING SCHOOL HOUSE SLOUGH DRY STALLS ANNUAL LEASE RATES AT THE EXISTING 2025 RATES, AND RAISING RALPH'S RESORT ANNUAL BOATHOUSE FEES TO BE CONSISTENT WITH CURRENT CONCESSIONAIRE.

WHEREAS, Section 1-2-205, Lawton City Code, 2015, provides that fees and charges be set by resolution.

WHEREAS, the City of Lawton Community Enrichment Department has determined that the schedule of fees and charges for Appendix A of the Lawton City Code needs to be revised to hold the annual rate of dry stalls at School House Slough at the 2025 charged rate, and to increase annual boathouse fees for boathouses at Lake Ellsworth Ralph's Resort as to maintain consistency with the current Concessionaire rates for boathouses in his concession.

WHEREAS, the Lawton Lakes and Lands Commission supports the changes.

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, be as amended as set out in the attached Exhibit A.

Section 2. EFFECTIVE DATE. The provisions of this resolution shall be in full force and effective on the ____ day of _____, 2025.

PASSED and **APPROVED** by the Mayor and Council of the City of Lawton, Oklahoma, this ____ day of _____, 2025.

STANLEY BOOKER, MAYOR

ATTEST:

DONALYNN BLAZEK-SCHERLER, CITY CLERK

APPROVED as to form and legality this ____ day of _____, 2025.

JARI ASKINS, INTERIM CITY ATTORNEY

EXHIBIT “A”

Article A-19-1 – General lake and recreation rules.

Lake Lawtonka Recreational Areas

19-111	Camper, per unit, preferred site, Schoolhouse Slough, annually (January 1—December 31) (CA-01 thru CA-11, and CA-34 thru CA-39)	2,868.75 2024 3,585.00 2025 4,482.00 *2026
	Camper, per unit, non-preferred site, Schoolhouse Slough, annually (CA-12 thru CA-33, and CA-40 thru CA-48)	2,712.50 2024 3,390.00 2025 4,238.00 *2026
19-111	Trailer, per unit, Schoolhouse Slough, annually (January 1—December 31) (TR1-05 thru TR1-69)	3,293.75 2024 4,117.00 2025 5,146.00 *2026
19-111	Camper/trailer/RV or similar unit, per unit, preferred site in designated camping areas within the recreational area of, including, but not limited to, East Campground and Robinson’s Landing, per night (There is no discount for using a tent)	30.00
	Camper/trailer/RV or similar unit, per unit preferred site in designated camping areas within the recreational areas of, including, but not limited to, East Campground and Robinson’s Landing, per night, off season (October—February) (There is no discount for using a tent)	20.00
19-111	Camper/trailer/RV or similar unit, per unit, non-preferred site in designated camping areas within the recreational areas of, including, but not limited to, East Campground and Robinson’s Landing, per night (There is no discount for using a tent)	25.00
	Camper/trailer/RV or similar unit, per unit, non-preferred site in designated camping areas within the recreational areas of, including, but not limited to, East Campground and Robinson’s Landing, per night, off season (October—February) (There is no discount for using a tent)	15.00
19-111	65 years of age or older, disabled persons, and youth organizations at non-preferred sites (With or without electricity) (See § 19-111©4), per night	20.00
	65 years of age or older, disabled persons, and youth organizations at non-preferred sites (With or without electricity) (See § 19-111©4), per night, off season	10.00
19-111	Primitive camping per tent (No electricity), per night, in designated areas (No camper, trailers, RV or similar units allowed)	15.00
	Primitive camping, per tent (No electricity), per night, in designated areas, off season (October—February)	10.00

	(No camper, trailers, RV or similar units allowed)	
19-111	Primitive camping for Boy Scouts/Girl Scouts and/or similar recognized youth organizations in designated areas, per tent, per night	5.00
19-111	Dry stall, Schoolhouse Slough, annually (January 1—December 31) (D1-1 thru D1-80) 12'x30' units	1,162.50 2024 1,453.00 <u>**2025</u> 1,816.00 *2026
	Dry stall, Schoolhouse Slough, annually (D1-81 thru D1-95 12'x40' units	1287.50 2024 1609.00 <u>**2025</u> 2011.00 *2026
	Dry stall, Robinson's Landing, annually (New rate will be determined during construction phase of new unit)	
	Wet slip, Schoolhouse Slough, annually (January 1—December 31) WET1, WET2, WET5 AND WET6	1162.50 2024 1453.00 2025 1816.00 *2026
19-111	Wet slip, Schoolhouse Slough, annually (WET7-7 thru WET7-11)	1287.50 2024 1609.00 2025 2011.00 *2026
	Wet slip, Schoolhouse Slough, annually (WET4-1 thru WET4-13)	1,331.25 2024 1,664.00 2025 2,080.00 *2026
	Day-Use Area-picnicking fee in fee area, per vehicle, per day	5.00
19-111	Group picnicking reservation, per day	40.00
*2026 amount represents the "Full Rate." The "Full Rate" shall be applied to any spaces that become available prior to January 1, 2026. ** 2025 amounts for Schoolhouse Slough dry stalls represent the "Full Rate."		

Article A-19-5 Buildings in lake areas.

19-501	Administrative Fee for processing documents related to the sale/transfer of boathouses	1,500 or 5% of the sales price whichever is greater
19-502	Boathouse space: (January 1 to December 31)	
	Ellsworth, Ralph's Resort, annually	667.00 1250.00 2026 1500.00 2027 1700.00 2028 2000.00 *2029
	Lawtonka, Schoolhouse Slough, annually (SS-2 thru SS-53)	1,293.75 2024 1,617.00 2025 2,021.00 2026 3,500.00*

	Lawtonka, Schoolhouse Slough, annually (BH-02)	2,455.00 2024 2,455.00 2025 2,455.00 2026 3,500.00*
	Lawtonka, Schoolhouse Slough, annually (BH-14)	3,345.00 2024 3,345.00 2025 3,345.00 2026 3,500.00*
	Lawtonka, Schoolhouse Slough, annually (BH1-01)[duplex side A]	1,425.00 2024 1,617.00 2025 2,021.00 2026 3,500.00*
	Lawtonka, Schoolhouse Slough, annually (BH1-02)[duplex side B]	1,830.00 2024 1,830.00 2025 2,021.00 2026 3,500.00*
	Lawtonka, Robinson's Landing, annually	1,042.19 2024 1,302.00 2025 1,628.00 2026 3,500.00*
19-503	Temporary space permit, 180 days	One-half annual fee
19-504	Annual space permit, after July 1	One-half annual fee
19-517	Permit for building boat dock or ski dock	\$120.00
19-518	Administrative fee for variance requests concerning the construction of boathouses	1,000.00
19-523	Permit for Public Use and Rental/Lease of Indoor Pavilion Boathouse (Robinson's Landing, Lake Lawtonka)	
	Period of Permit Exclusive of Federal Holidays – First Day	335.94
	Period of Permit Exclusive of Federal Holidays – Each day after first day up to six (6) consecutive days	215.63
	Period of Permit Exclusive of Federal Holidays – Each day up to six (6) consecutive days	359.38
	Cleaning/Deposit – Refundable after lakes Supervisor inspection	359.38
*Represents the "Full Rate." The "Full Rate" shall be applied to any spaces that become available or to any new lease holder that obtains the space by transfer.		

Item Title:

Consider extending contract (CL24-008) Heavy Equipment Service and Parts to C.L. Boyd Co. Inc. of Oklahoma City, Ok.

Initiator: Michael Watrous, Director

Information Source: Michael Watrous, Director

Background:

The contract CL24-008 Heavy Equipment Service and Parts is currently in effect until December 31, 2025. The vendor has agreed to the contract extension with the same terms, conditions, and process. The Public Works Department has recommended to extend the contract for an additional year. The vendor has met and/or exceeded all contract requirements.

Correlation to the True North Statement:

By recommending a one-year extension of Contract CL24-008 under the same terms and conditions, the Public Works Department reinforces Lawton's True North commitments of operational excellence, fiscal prudence and service-centric delivery. The vendor's consistent performance—having met or exceeded all contract obligations—ensures uninterrupted heavy equipment service and parts support, thereby safeguarding municipal infrastructure and critical public operations. Maintaining the favourable terms demonstrates sound stewardship of taxpayer dollars, aligns with the city's transparency and accountability objectives, and supports the city's mission to be "a safe community that is known for providing world-class customer service and being open for business."

Exhibit:

Single PDF copy of contract documents.

Key Issues:

Does the City of Lawton wish to extend contract (CL24-008) Heavy Equipment Service and Parts to C.L. Boyd Co. Inc. of Oklahoma City, Ok?

Funding Source:

1005505-51030

Recommended Action:

Extend contract (CL24-008) Heavy Equipment Service and Parts to C.L. Boyd Co. Inc. of Oklahoma City, Ok.

ATTACHMENTS:

1. CL24-008 Heavy Equipment

MAYOR'S SIGNATURE REQUEST

DOCUMENT TITLE: CL24-008 Heavy Equipment Service & Parts

CITY COUNCIL AUTHORIZATION:

Date Authorized: 12/02/2025

Legistar File ID: 2025-1483

DOCUMENTS REVIEWED AS TO:

Content:


Contract Administrator

11/06/2025

Content:


Finance Director

11/16/2025

Forms:

City Attorney

COMMENTS:

Contract Extension

CONTRACT EXTENSION FORM

CONTRACT TITLE: Heavy Equipment Service and Parts
CONTRACT NUMBER: CL24-008

In accordance with the Agreement between the parties, the above-described contract is hereby modified in the following respects:

1. The contract period is extended to December 31, 2026, by mutual agreement between the undersigned vendor and the City of Lawton, Oklahoma subject to funding availability beyond this fiscal year.
2. All other terms and conditions of the contract or any written modifications thereto remain unchanged.
3. The laws of the State of Oklahoma shall govern this contract.

WITNESS the hands of the parties hereto this 5th day of November, 2025.

AFFIDAVIT:

STATE OF Oklahoma COUNTY OF Oklahoma
I, Andrew Troutman (name of affiant), of lawful age, being first duly sworn, on oath says that:

1. Affiant is the duly authorized agent of the vendor executing the extension to the above referenced agreement, and that as such agent Affiant has the authority to bind the vendor, whether an individual, partnership, or corporation, for the purpose of negotiating and entering into any extension to or modification of said agreement, and for certifying the facts pertaining to the existence of collusion among vendors and City officials or employees, as well as facts pertaining to the giving or offering of things of value to government personnel in return for special consideration in the letting or extension of any contract entered; 2. Affiant is fully aware of the facts and circumstances surrounding the procurement of the contract to which this statement refers and has been personally and directly involved in the proceedings leading to the submission of such extension; 3. Neither the vendor nor anyone subject to the vendor's direction or control has been a party: a. to any collusion among vendors in restraint of freedom of competition by agreement to bid at a fixed price or to refrain from bidding, b. to any collusion with any municipal official or employee as to quantity, quality or price in the contract, or as to any other terms of such contract, c. in any discussions between vendors and any municipal official concerning exchange of money or other thing of value for special consideration in the letting or extension of a contract, nor d. to paying, giving or donating or agreeing to pay, give or donate to any officer or employee of the City of Lawton, any money or other thing of value, either directly or indirectly, in procuring the extension of the contract described above. 4. Affiant further agrees to be held personally liable in the event that Affiant has misrepresented the scope or extent of Affiant's authority to bind the vendor herein, and to indemnify and hold harmless the City of Lawton, its departments, boards, commissions, agencies, institutions, and all employees of the aforementioned from all damages based upon such misrepresentation, including but not limited to all costs and attorney fees incurred, in addition to any other remedies available by law.

Firm: CL Boyd
Address: 604 SE 2nd ST.
Lawton, OK 73501
(City, State, Zip)
Phone: 580-355-6667

Andrew Troutman
SIGNATURE OF AUTHORIZED AGENT
PRINT/TYPE NAME/TITLE

Subscribed & sworn before me this 5th day of November, 2025.

Byrka Ceballo
Notary Public

My Commission expires: 05/20/28

City of Lawton, Oklahoma
A Municipal Corporation



Stanley Booker, Mayor

ATTEST:

CITY CLERK

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

CITY ATTORNEY



CITY OF LAWTON

FINANCE DEPARTMENT

October 24, 2025

CL Boyd Company, Inc
Attn: Andrew Troutman
P.O. Box 26427
Oklahoma City, OK 73126

RE: Contract CL24-008 Heavy Equipment Service and Parts

Dear Andrew:

Your contract with the City will expire on **December 31, 2025**. There are provisions that will allow this contract to be extended for an additional year upon mutual agreement of the City and your company. This letter is an initial notice to determine if your company wishes to extend this contract. Please, note that the extension must be under the same terms and conditions of the original agreement. Please, provide your response by **October 31, 2025**.

We have included a copy of the extension document for your completion. This is done to decrease the paper flow between our offices. Please, note the appropriate department still must accept the extension. Once both parties have agreed to the extension, it will be processed for City Council approval. If the appropriate department does not wish to extend, your office will be notified.

If either your company or the City department does not wish to extend, this contract will expire. You will be notified if action will be taken to rebid the contract, or if the City no longer needs the goods/services covered by the contract.

Please, notify this office of your decision to extend, or not extend, the contract. **If you wish to extend, please sign, notarize, and return the Contract Extension Form by email AND via USPS, attention to Finance – Jose Cardenas.** Please, contact deaven.newell@lawtonok.gov for any questions.

Thank You,

Jose Cardenas
Contract Administrator, Financial Services



City of Lawton

Public Works Department

Telephone: 580-581-3410
Email: publicworks@lawtonok.gov

202 SW 3rd St.
Lawton, Oklahoma 73501

MEMORANDUM

TO: Financial Services
THRU: Michael Watrous, Director of Public Works
FROM: Cliff Haggenmiller, Deputy Director of Public Works
SUBJECT: CL24-008 Heavy Equipment Service & Parts
DATE: 8/1/2025

I have reviewed this contract and determined it to be valid. I recommend action be taken to extend it for (1) one additional year with C.L. Boyd Company.

Funding Source: 51030 Maintenance-Material-Motive Equipment

A handwritten signature in dark ink, appearing to read "Cliff Haggenmiller", is written over a horizontal line.

Cliff Haggenmiller
Deputy Director, Public Works
Office: (580)581-3410
Email: clifford.haggenmiller@lawtonok.gov

A handwritten signature in dark ink, consisting of a large, stylized loop followed by a horizontal stroke, is written.



CITY OF LAWTON

FINANCE DEPARTMENT

AWARD LETTER

October 29, 2024

CL Boyd Company, Inc
Attn: Andrew Troutman
P.O. Box 26427
Oklahoma City, OK 73126

Dear CL Boyd Company, Inc

Transmitted herewith is your file copy of the properly executed contract **CL24-008 Heavy Equipment Service and Parts**. Lawton City Council awarded this contract to **CL Boyd Company** on October 22, 2024. This is the **Second** year of the contract.

This contract will be in effect from January 1, 2025 through December 31, 2025.

Billing Instructions:

City of Lawton
Attn: Financial Services
212 SW 9th Street
Lawton, OK 73501

Contact Person:

Deaven Newell, Accountant
Deaven.newell@lawtonok.gov

This letter is for informational purposes only; it does not constitute an order.

Sincerely,

Deaven Newell

Deaven Newell
Accountant, Financial Services

MAYOR'S SIGNATURE REQUEST

DOCUMENT TITLE: CL24-008 Heavy Equipment Service & Parts

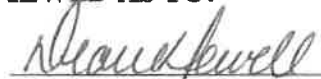
CITY COUNCIL AUTHORIZATION:

Date Authorized: 10/22/2024

Legistar File ID: 24-2036

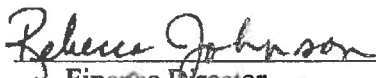
DOCUMENTS REVIEWED AS TO:

Content:


Contract Administrator

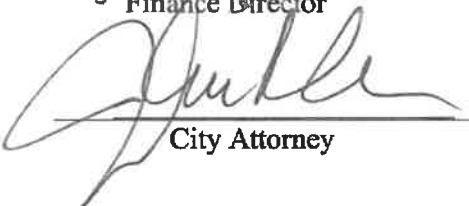
10/1/24

Content:


Finance Director

10/10/24

Forms:


City Attorney

10/22/24

COMMENTS:

Contract Extension



City of Lawton
Public Works Department
Equipment Maintenance Division
2215 SW 3rd Street
Lawton, Oklahoma 73501
(580) 581-3415 FAX (580) 581-3543

MEMORANDUM

TO: Financial Services
THRU: Michael Watrous , Director of Public Works
FROM: David Miller Equipment Maintenance Superintendent **DM**
THRU: Deaven Newell , Accountant
SUBJECT: Contract Extension
DATE: 12-Sep-24

Contract Name: **Heavy Equipment Service & Parts**

Contract Number: **CL24-008**

It is recommended we extend CL24-008, Heavy Equipment Service & Parts to CL Boyd Company, Inc for an additional year. CL Boyd meets or exceeds all requirements of the contract.

Funding Source: 51030 Maintenance-Material-Motive Equipment

Thank you.

David Miller
Equipment Maintenance SuperIntendent

CONTRACT EXTENSION FORM

CONTRACT TITLE: Heavy Equipment Service and Parts
CONTRACT NUMBER: CL24-008

In accordance with the Agreement between the parties, the above-described contract is hereby modified in the following respects:

1. The contract period is extended to December 31, 2025, by mutual agreement between the undersigned vendor and the City of Lawton, Oklahoma subject to funding availability beyond this fiscal year.
2. All other terms and conditions of the contract or any written modifications thereto remain unchanged.
3. The laws of the State of Oklahoma shall govern this contract.

WITNESS the hands of the parties hereto this 20th day of September, 2024

AFFIDAVIT:

STATE OF Oklahoma COUNTY OF Comanche
I, Preston Thomason (name of affiant), of lawful age, being first duly sworn, on oath says that:

1. Affiant is the duly authorized agent of the vendor executing the extension to the above referenced agreement, and that as such agent Affiant has the authority to bind the vendor, whether an individual, partnership, or corporation, for the purpose of negotiating and entering into any extension to or modification of said agreement, and for certifying the facts pertaining to the existence of collusion among vendors and City officials or employees, as well as facts pertaining to the giving or offering of things of value to government personnel in return for special consideration in the letting or extension of any contract entered; 2. Affiant is fully aware of the facts and circumstances surrounding the procurement of the contract to which this statement refers and has been personally and directly involved in the proceedings leading to the submission of such extension; 3. Neither the vendor nor anyone subject to the vendor's direction or control has been a party: a. to any collusion among vendors in restraint of freedom of competition by agreement to bid at a fixed price or to refrain from bidding, b. to any collusion with any municipal official or employee as to quantity, quality or price in the contract, or as to any other terms of such contract, c. in any discussions between vendors and any municipal official concerning exchange of money or other thing of value for special consideration in the letting or extension of a contract, nor d. to paying, giving or donating or agreeing to pay, give or donate to any officer or employee of the City of Lawton, any money or other thing of value, either directly or indirectly, in procuring the extension of the contract described above. 4. Affiant further agrees to be held personally liable in the event that Affiant has misrepresented the scope or extent of Affiant's authority to bind the vendor herein, and to indemnify and hold harmless the City of Lawton, its departments, boards, commissions, agencies, institutions, and all employees of the aforementioned from all damages based upon such misrepresentation, including but not limited to all costs and attorney fees incurred, in addition to any other remedies available by law.

Firm: CL Boyd Co.
Address: 604 SE. 2nd
Lawton OK. 73501
(City, State, Zip)
Phone: 580-355-6667

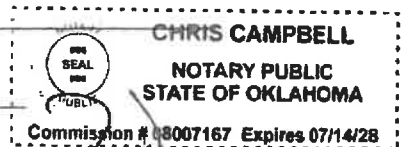
Preston Thomason
SIGNATURE OF AUTHORIZED AGENT
Preston Thomason Regional Branch Mng'r.
PRINT/TYPE NAME/TITLE

Subscribed & sworn before me this 20th day of September, 2024

Chris Campbell
Notary Public

My Commission expires: 7-14-28

City of Lawton, Oklahoma
A Municipal Corporation



ATTEST: [Signature]
CITY CLERK

Stanley Booker
Stanley Booker, Mayor

APPROVED as to form and legality on behalf of the City of Lawton on the 22 day of OCTOBER, 2024



[Signature]
CITY ATTORNEY

MAYOR'S SIGNATURE REQUEST

DOCUMENT TITLE: CL24-008 Heavy Equipment Service & Parts

CITY COUNCIL AUTHORIZATION:

Date Authorized: 12/5/2023

Legistar File ID: 23-1059

DOCUMENTS REVIEWED AS TO:

Content:

Colli Marrett
Contract Administrator

11/21/23

Content:

J. P. H.
Finance Director

11/28/23

Forms:

City Attorney
City Attorney

12/12/23

COMMENTS:

New Contract

Contract: CL24-008 Heavy Equipment Service & Parts
Vendor(s): C.L. Boyd Company, Inc

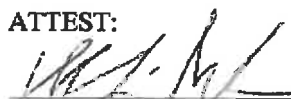
CITY APPROVAL

Acceptance and entry into this agreement by and on behalf of the City of Lawton is made this
5 day of December, 2023.

The City of Lawton, Oklahoma
a Municipal Corporation


Stanley Booher, Mayor

ATTEST:


Donnalynn Blazek-Scherler, City Clerk

LEGAL REVIEW

APPROVED, as to form and legality on behalf of the City of Lawton on the 12th
day of December, 2023.


City Attorney



City of Lawton
Public Works Department
Equipment Maintenance Division
2215 SW 3rd Street
Lawton, Oklahoma 73501
(580) 581-9415 FAX (580) 581-8543

MEMORANDUM

TO: Financial Services

THRU: Larry Wolcott, Director of Public Works

FROM: David Miller Equipment Maintenance Superintendent *DM*

THRU: Colbie Garrett, Contracts Administrator

SUBJECT: Contract On-Heavy Equipment Service & Parts

DATE: 17-Nov-23

Contract Name: Heavy Equipment Service & Parts

Contract Number: CL24-008

The following bid recommendation is forwarded for your approval and action as necessary:
Bids were sent to three (3) Vendors and placed on BidSync.
CL Boyd was the only vendor to reply to the contract. CL Boyd meets or exceeds all specifications
of the Heavy Equipment Service & Parts.
It is recommended that CL Boyd be awarded the contract.

Funding Source:50130

Thank you.

David Miller
Equipment Maintenance Superintendent

ABSTRACT OF BIDS

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

Signature: *Colbie Garrett*

CL/RFP Number CL24-008		Page <u>1</u> of <u>1</u>		Bidder Number <u>1</u>
CL/RFP Title Heavy Equipment Service & Parts		Date Opened: November 15, 2023		CL Boyd Company, Inc Andrew Treutman PO Box 26427 Oklahoma City, OK 73126 405-842-8000 Prestont@cboyd.com
Financial Services: Buyer Colbie Garrett		Number of ADDENDA issued NONE		Addenda Acknowledged N/A
DELIVERY: CORPORATE SEAL OR NOTARY: AFFIDAVIT OF PAYMENTS...\$25,000: CONTRACTOR'S CERTIFICATE OF COMPLIANCE				As required Yes Yes Yes
Item No.	Description of Bid Item	Est. Qty	Unit	Unit Price
1	Labor Rates			
a	On-site, regular hours	—	per hour	\$130.00
b	On-site, after hours	—	per hour	\$135.00
c	On-site, weekend/holidays	—	per hour	\$160.00
2	Shop Labor Rates			
a	Regular hours	—	per hour	\$110.00
b	After hours	—	per hour	\$115.00
c	Weekend/Holiday hours	—	per hour	\$140.00
3	Parts			
a	Discount offered from Manufacturers List Price for makes & models represented by vendor	—	% discount	\$0.80
b	Discount offered from Manufacturers List Price for all other makes & models	—	% discount	\$0.00

City of Lawton

INVITATION TO BID AND CONTRACT

MAIL SEALED BIDS TO: City Clerk City of Lawton 212 SW 9th Street Lawton, OK 73501		DIRECT INQUIRIES TO: Colbie.Garrett@lawtonok.gov QUESTIONS REGARDING BID: www.bidsync.com/bidsync-cas/	
Date Bid Typed: October 23, 2023	Dates Bid Advertised: October 26, 2023	No Bids Received After: <u>Wednesday</u> November 15, 2023 2:00pm	
Contract Number and Title: CL24-008 Heavy Equipment Service & Parts		Requirements-type Contract: Contract Period: 12 months	
Bid Openings are held at Lawton City Hall 2nd Floor Conference Room 212 SW 9th Street Lawton, OK 73501 @ 2:00 pm			
Vendor Name and Point of Contact: CL Boyd Company, Inc. Preston Thomason		Reason for No Bid:	
Mailing Address: PO Box 26427		Terms: net 30	
City: State: Zip: Oklahoma City, OK 73126		Delivery:	
Area Code and Phone Number: 405-942-8000		Email Address:	
Federal Employer Identification Number or Social Security Number 73-0156230			

THIS BID INVALID IF NOT SIGNED AND NOTARIZED

AFFIDAVIT: STATE OF Oklahoma COUNTY OF Comanche

Andrew Troutman

of lawful age, being first duly sworn, on oath says that:

1. Affiant is the duly authorized agent of the bidder/vendor and/or contractor submitting the competitive bid and executing the contract which is attached to this statement, and that as such agent Affiant has the authority to bind the bidder/vendor, whether an individual, partnership, or corporation, for the purpose of negotiating and entering into said agreement, and for certifying the facts pertaining to the existence of collusion among bidders and between bidders and City officials or employees, as well as facts pertaining to the giving or offering of things of value to government personnel in return for special consideration in the letting of any contract pursuant to the bid to which this statement is attached; 2. Affiant is fully aware of the facts and circumstances surrounding the making of the bid and/or the procurement of the contract to which this statement is attached and has been personally and directly involved in the proceedings leading to the submission of such bids; 3. Neither the bidder/vendor nor anyone subject to the bidder/vendor's direction or control has been a party: a. to any collusion among bidders in restraint of freedom of competition by agreement to bid at a fixed price or to refrain from bidding, b. to any collusion with any municipal official or employee as to quantity, quality or price in the prospective contract, or as to any other terms of such prospective contract, c. in any discussions between bidders and any municipal official concerning exchange of money or other thing of value for special consideration in the letting of a contract, nor d. to paying, giving or donating or agreeing to pay, give or donate to any officer or employee of the City of Lawton, any money or other thing of value, either directly or indirectly, in procuring the contract to which this statement is attached. 4. Affiant further agrees to be held personally liable in the event that Affiant has misrepresented the scope or extent of Affiant's authority to bind the bidder herein, and to indemnify and hold harmless the City of Lawton its departments, boards, commissions, agencies, institutions, and all employees of the aforementioned from all damages based upon such misrepresentation, including but not limited to all costs and attorney fees incurred, in addition to any other remedies available by law.

SIGNATURE OF AUTHORIZED AGENT

Firm: CL Boyd Company, Inc

Andrew Troutman Manager, Service

PRINT/TYPE NAME/TITLE

Address: PO Box 26427

Subscribed & sworn before me this 13 day of NOVEMBER 2023.

Oklahoma City, OK 73126
(City, State, Zip)

Boyd Blackman

Notary Public

Phone: 405-942-8000

My Commission expires: 05-03-2026

INVITATION TO BID AND CONTRACT
PAGE 1 OF 11



FORM REVISED 2/14/22

GENERAL CONDITIONS FOR BIDDING REQUIREMENTS **CONTRACTS WITH THE CITY OF LAWTON, OKLAHOMA.**

**BIDDER – TO INSURE ACCEPTANCE OF THE BID,
CAREFULLY FOLLOW THESE INSTRUCTIONS. FAILURE
TO DO SO MAY RESULT IN THE REJECTION OF YOUR BID
WITHOUT FURTHER CONSIDERATION OR NOTICE TO YOU.**

SEALED BIDS: All bid sheets and this form must be executed and submitted in a sealed envelope. (DO NOT INCLUDE MORE THAN ONE BID PER ENVELOPE). The face of the envelope shall contain, in addition to the address on page one (1) of this document, the date and time of the bid opening and the contract number. Bids not submitted on this bid form shall be rejected. All bids are subject to the conditions specified herein. Those which do not comply with these conditions are subject to rejection. Bids will be considered only on first quality products. Bid files which include copies of specifications, drawings, schedules or special instructions are on file with the City Clerk and may be examined during normal working hours.

1. **EXECUTION OF BID AND CONTRACT:** Bid and contract documents must contain an original signature of authorized representative in the space provided. Bid must be typed or printed in ink. Use of erasable ink is not permitted. ALL CORRECTIONS MADE BY BIDDER/VENDOR TO BID PRICE MUST BE INITIALED. Do not use white out, correction tape or some other method of masking a correction.
2. **NO BID:** If not submitting a bid, respond by returning page one (1), marking it "NO BID" and explain the reason in the space provided above. Failure to respond 3 times in succession shall be cause for removal of the supplier's name from the bid mailing list, without further notice. NOTE: To qualify as having responded, bidder/vendor must submit a "NO BID", and it must be received no later than the stated bid opening date and hour.
3. **OBJECTIONS/CHALLENGE:** Should a bidder/vendor have an objection to or challenge the specifications, the bidder/vendor is responsible for making this known in writing so as to reach the City Clerk no later than seven (7) calendar days prior to the bid opening date. The envelope shall be marked in such a way to alert the City Clerk of the urgency in order to immediately notify the Purchasing Division. The envelope will be marked indicating that the content is a challenge to a specified Invitation to Bid. For all challenges considered valid by the Purchasing Supervisor, all vendors on the original mailing list will be provided an addendum which addresses the challenge. Challenges/Objections not considered valid will be so stated to the objecting party.
4. **BID OPENING:** Bid opening occurs at the time specified on the bid form. It is the bidder/vendor's responsibility to assure that the bid is delivered at the proper time and place of the bid opening. Bids, which for any reason are not delivered, will not be considered. Offers by telegram, facsimile or telephone are not acceptable. NOTE: Bid files may be examined during normal working hours by appointment, after the date and time of bid opening. Bid tabulations WILL NOT be provided by telephone. Bid tabulations will be provided by mail at the written request of the bidder/vendor. Bid and contract documents are the property of the City and are subject to the provisions of the Oklahoma Open Records Act.
5. **WITHDRAWAL OF BID:** Bids may be withdrawn at any time prior to the bid opening date and time. After bids are opened, all bids will be considered firm and valid until award of contract is made.

6. AWARDS:

- a. As the best interest of the City may require, the right is reserved to:
 1. Award by individual item, group of items, all or none, or a combination thereof.
 2. Award based upon a geographical district basis with one or more suppliers.
 3. To reject any and all bids or waive any minor irregularity or technicality in bids received.
 - b. Bidder/vendors are cautioned to make no assumptions regarding their success on the awarding of any contract unless their bid has been evaluated as being responsive, the contract awarded by City Council, and appropriate documents executed. The City of Lawton reserves the right to add or delete any item from this contract when deemed to be in the City's best interest.
7. **ACCEPTANCE OF CONTRACT:** This document constitutes only the bidder/vendor's bid until it is accepted by the City Council for the City of Lawton and is executed by the Mayor and City Clerk on behalf of the City of Lawton.
8. **WAIVER:** The City of Lawton reserves the right to waive any General Provisions, Special Provision, or minor specification deviation when considered to be in the best interest of the City.
9. **CHANGES TO SPECIFICATIONS:** Bids are to be submitted in accordance with the specifications provided. Any exceptions to the specifications must be indicated in the place provided on the specification page(s) or by separate letter from the bidder/vendor, if a place is not provided in the specifications. Changes in specification reducing the quality, versatility or applicability of the product or service shall cause the rejection of the bid. The City shall make the final determination. Failure to notice the City of the deviation from the specification may cause the bid to be rejected at the discretion of the City.
10. **MISTAKES:** Bidder/Vendors are expected to examine the specifications, delivery schedule, bid prices and all instructions pertaining to supplies and services. Failure to do so will be at bidder/vendor's risk. In all cases, the UNIT PRICE WILL GOVERN.
11. **INFORMATION:** The bidder/vendor must provide information pertinent to items you are bidding. Complete catalogues are not necessary. If furnished, however, the bidder/vendor must identify the exact location in the catalogue and circle or identify clearly the item being bid.
12. **MANUFACTURERS' NAMES AND APPROVED EQUIVALENTS:** Any manufacturers' names, trade name brand names, information and/or catalog numbers listed in a specification are for information and not intended to limit competition. The bidder/vendor may offer any brand for which he is an authorized representative, which meets or exceeds the specification for any item(s). If bids are based on equivalent products, indicate on the bid form the manufacturer's name and model number. Bidder/Vendor shall submit with his proposal sketches, descriptive literature, and/or complete specifications. References to literature submitted with a previous bid will not satisfy this provision. The bidder/vendor shall also explain in detail the reason(s) why the proposed equivalent will meet the specifications and not be considered an exception thereto. Bids, which do not comply with these requirements, are subject to rejection. Bids lacking any written indication of intent to quote an alternate brand will be received and considered to be in complete compliance with the specifications as listed on the bid form.

13. **SAMPLES:** Samples of items, when called for, must be furnished free of charge and at no expense to the City. Each individual sample must be labeled with bidder/vendor's name, manufacturer's brand name and number, contract number and item reference, or as specified in the attached special conditions. Samples will not be returned.
14. **TESTING:** When testing is required to determine if a sample or an awarded product meets specifications and it is determined that the product fails to meet specifications, the cost of testing shall be borne by the vendor, both on samples and delivered products.
15. **NONCONFORMANCE TO CONTRACT CONDITIONS:** Items may be tested for compliance with specifications by appropriate testing laboratories or by the City. The data derived from any tests for compliance with specifications are public records and open to examination thereto in accordance with Oklahoma Statutes. Items delivered not conforming to specifications will be rejected and returned to the bidder/vendor at the bidder/vendor's expense. Any violation of these stipulations may result in supplier's name being removed from the City of Lawton Purchasing bidder/vendor mailing list, and the City may pursue any and all other remedies available either in equity or by law.
16. **CONDITION AND PACKAGING:** It is understood and agreed that any item offered for shipped as a result of this bid shall be new (current model at the time of the bid). All containers shall be suitable for storage or shipment and all prices shall include standard commercial packaging.
17. **INSPECTION, ACCEPTANCE and TITLE:** Inspection and acceptance will be at the destination unless otherwise provided. "Destination: shall mean delivered to the receiving dock, department stockroom, or other point specified. The City accepts no responsibility for goods until accepted at the receiving point in good condition. Title and risk of loss or damage to all items shall be the responsibility of the bidder/vendor until accepted by the ordering agency. The bidder/vendor shall be responsible for filing, processing and collecting all damage claims. However, to assist him in the expeditious handling of damage claims the ordering department will:
 - a. Record any evidence of visible damage on all copies of the delivering carrier's Bill of Lading.
 - b. Report damage (whether visible or concealed) to the carrier and bidder/vendor, conforming such reports, in writing, within fifteen (15) days of delivery, requesting that the carrier inspects the damaged merchandise.
 - c. Retain the item and it's shipping container including inner packaging material, until inspection is performed by the carrier, and disposition given by the bidder/vendor, or for a reasonable time after notification to the bidder/vendor.
 - d. Provide the bidder/vendor with a copy of the carrier's Bill of Lading and damage inspection report.
18. **SAFETY STANDARDS:** Unless otherwise stipulated in the bid, all manufactured items or fabricated assemblies shall comply with applicable requirements of Occupational Safety and Health Act and any standards thereunder.
19. **SERVICE AND WARRANTY:** Unless otherwise specified, the bidder/vendor shall define any warranty service and replacements that will be provided during and subsequent to this contract. Bidder/Vendors must explain on an attached sheet to what extent warranty and service facilities are provided. Unless otherwise indicated in this agreement, upon acceptance

of this contract by the City, bidder/vendor expressly warrants that all articles, materials, supplies, equipment, and/or services covered in this contract will conform to the specification attached hereto and made a part hereof; and further warrants that same shall be good material and workmanship, and free from defects.

20. **REMEDIES:** Failure to make delivery or to meet specifications authorizes the City to seek replacement goods or services elsewhere and to seek legal remedies against the defaulting bidder/vendor. If any of the goods and/or work performed fails to meet the warranties contained herein, bidder/vendor upon notice thereof from the City shall promptly correct or replace the same at bidder/vendor's expense. If bidder/vendor shall fail so to do, the City may cancel this order as to all such goods and in addition, may cancel the remaining balance of this order and pursue all other remedies available. After notice to the bidder/vendor, all such goods will be held at bidder/vendor's risk. The City may and at bidder/vendor's direction shall, return such goods to bidder/vendor at bidder/vendor's risk, and all transportation charges, both to and from original destination, shall be paid by bidder/vendor. Any payment for such goods shall be refunded by bidder/vendor unless bidder/vendor promptly corrects or replaces the same at its expense.
21. **AUTHORIZED USERS:** Bids shall cover requirements during the specified period for all Municipal Departments, Boards, Commissions, Agencies, and Institutions.
22. **LIABILITY:** The bidder/vendor shall hold and save the City of Lawton, its departments, boards, commissions, agencies, institutions and all employees of the aforementioned harmless against the claims by third parties resulting from the supplier's breach of this contract or the supplier's negligence.
23. **PRICES AND TERMS:** Unless otherwise provided in the bid specifications, firm fixed prices shall be bid F.O.B Lawton at the indicated department's address and include packing, handling and shipping charges fully prepaid by the vendor. Bid prices shall be valid for a minimum of sixty (60) days from the date of bid opening.
24. **ACCEPTANCE OF PURCHASE ORDERS:** Bidder/vendor are to accept only those purchase orders issued by the City of Lawton, its departments, boards, commissions, agencies, institutions and all employees of the aforementioned, prepared on Accounting Division Forms unless instructed otherwise in the invitation to bid or executed contract agreement.
25. **PRICE ADJUSTMENTS:** Manufacturer's price increases, or other increases in the cost of doing business MAY NOT be passed on to the City of Lawton, its departments, boards, commissions, agencies, institutions and all employees of the aforementioned, nor may the vendor withdraw or cancel the proposal, or any resulting agreement, or any part of the proposal or agreement for these reasons. Vendors may only cancel the contract, pursuant to the cancellation clause, if one is included as a part of the Invitation to Bid, and then only if the contractual obligation has been fulfilled by the bidder/vendor in accordance with the terms stated. Bids which reflect that the price of an item is based upon "market price" or is "subject to increase" based upon some event, or otherwise indicates that prices reflected are infirm or subject to change will be deemed non-conforming unless the bid specifications specifically provide for price escalation.
26. **SUMMARY OF TOTAL SALES:** The bidder/vendor agrees to furnish City of Lawton Purchasing Division a summary of sales, including total dollar amount, made under the contract at the end of each quarter, or as stipulated in the attached special conditions.
27. **PAYMENT:**

- a. **INVOICING:** The vendor shall be paid within a reasonable time after submission of proper certified invoices to the City at the prices stipulated on the contract. Invoices shall contain the contract number and purchase order number. Failure to follow these instructions may result in delay of processing invoices for payment. The Company or Corporation bidding shall be the only office authorized to receive orders, do the billing and invoicing and receive payment. If the bidder/vendor wishes to ship or service from a point other than the home office he will furnish a list of these locations. **HOWEVER, NO ORDERS WILL BE PRESENTED TO, BILLING WILL NOT BE DONE FROM NOR WILL PAYMENT BE MADE TO THESE LOCATIONS.**
 - b. **REQUIREMENTS ONLY PURCHASES:** The proposed Contract shall be for the quantities actually ordered during the life of the contract only. **UNLESS OTHERWISE SPECIFIED, ALL CONTACTS ARE REQUIREMENTS-TYPE CONTRACT,** meaning that quantities indicated are only estimates of those actually needed, and actual quantities may be greater or less than those indicated. Billing shall be made in accordance with instructions by department or division issuing the purchase order, and only for quantities actually ordered and delivered. The City does not promise to purchase the quantity shown. The City reserves the right to purchase none of the product or more than shown.
 - c. **Taxes:** Purchases by the City of Lawton are not subject to any Sales Tax or Federal Excise Tax. Exemption Certificates will be furnished upon request.
 - d. **Discounts:** Bidder/Vendors may offer a cash discount for prompt payment; however, such discounts shall not be considered in determining the lowest net cost for bid evaluation purposes. Bidder/Vendors are encouraged to reflect cash discounts in the unit prices quoted. Discount time will be computed from the date of satisfactory delivery at place of acceptance or from receipt of correct invoice at the office specified, whichever is later.
 - e. All provisions of the Uniform Commercial Code shall be adhered to.
28. **EXTENSION:** At the end of the contract period, or upon the conclusion of a maximum of one (1) extension thereof, the contract may be extended for a period not to exceed twelve (12) months at the same price and conditions as in the original contract, by mutual agreement between the City and the bidder/vendor. 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.
29. **CONFLICT OF INTEREST:** The Invitation to Bid hereunder is subject to the provisions of City of Lawton Charter and City Code. All bidder/vendors must disclose with the bid the name of any officer, director or agent who is also an employee of the City of Lawton or any of its agencies or subdivisions. Further, all bidder/vendors must disclose the name of any City employee who owns, directly or indirectly, an interest of five percent (5%) or more in the bidder/vendor's firm or any of its branches.
30. **PATENTS AND ROYALTIES:** The bidder/vendor, without exception, shall indemnify and save harmless the City of Lawton, its departments, boards, commissions, agencies, institutions and all employees of the aforementioned from liability of any nature or kind, including cost and expenses for or on account of any copyrighted, patented, or unpatented invention, process, or article manufactured or used in the performance of the contract including its use by the City of Lawton. If the bidder/vendor uses any design, device or

materials covered by letters, patent copyright, it is mutually agreed and understood without exception that the bid prices shall include all royalties or cost rising from the use of such design, device, or materials in any way involved in the work.

31. **FACILITIES:** The City reserves the right to inspect the bidder/vendor's facilities at any time with reasonable prior notice.
32. **BANKRUPTCY:** If the bidder/vendor becomes bankrupt or insolvent, or if a petition in bankruptcy is filed against the bidder/vendor, or if a receiver is appointed for the bidder/vendor, the City shall have the right to terminate this contract upon written notice to the bidder/vendor without prejudice to any claim for damages or any other right of the City under this contract at the time of such termination.
33. **ASSIGNMENT:** This contract shall not be assigned by the bidder/vendor without written consent of the City.
34. **INSURANCE:** If insurance is required in the specifications to this agreement, unless otherwise specifically stated, proof of the following types and amounts shall be furnished to the City, showing the City as an additional insured thereunder without cost to the City of Lawton, prior to the awarding of the contract:
 - a. **General Liability:** The bidder/vendor shall procure and maintain in full force and effect, for the term of the Contract, a policy or policies under a comprehensive form as required by state law. In addition, the bidder/vendor shall have, during the term of the Contract, insurance in the minimum amount of twenty-five thousand dollars (\$25,000) property damages, arising from a single occurrence. One hundred twenty-five thousand dollars (\$125,000) for personal injuries arising from a single occurrence, and one million dollars (\$1,000,000) for any number claims arising out of a single occurrence or accident. This policy or policies shall hold harmless and indemnify the City of Lawton its department boards, commissions, agencies, institutions and all employees of the aforementioned. A current certificate showing that the bidder/vendor has in force and effect such insurance shall be maintained on file with the City Clerk of the City.
 - b. **Automobile Liability:** The bidder/vendor shall procure and maintain in full force and effect, for the term of the Contract, vehicle liability coverage in the amounts specified in subparagraph A of this section. In addition, the bidder/vendor shall have, during the term of the Contract, vehicle liability coverage as outlined in the attached specifications. If higher coverage is required by any regulatory entity with oversight of the bidder/vendor's business, the City Code, or other authority, then proof of the higher coverage must be provided. This policy or policies shall hold harmless and indemnify the City of Lawton, its departments, boards, commissions, agencies, institutions, and all employees of the aforementioned. A current certificate showing that the bidder/vendor has a policy shall be maintained on the file with the City Clerk of the City.
 - c. **Worker's Compensation:** The bidder/vendor shall procure and maintain in full force and effect for the period of the Contract, full workers' compensation insurance in accordance with the laws of the State of Oklahoma to protect himself and the City against liability under the workers' compensation and occupational disease statutes of the State of Oklahoma. A current certificate showing that the bidder/vendor has in force and effect the aforesaid insurance or a current certificate showing exemption from the requirement shall be maintained on file with the City Clerk of the City.

35. **BONDS:** Neither Bidder's Bonds or Performance Bonds are required unless specifically set forth in the specifications attached hereto. If Bonds are required, the same shall be held under the following requirements and specifications unless otherwise indicated:

- a. **Bidder's Bonds:** If required as a part of the specifications on this contract, bids filed with the Municipal Clerk must be accompanied by a Bidder's Bond, certified check or cashier's check in the amount state made payable to the City of Lawton. This amount will be retained by the City as damages in the event successful bidder/vendor fails to comply with the terms of this agreement, but shall in no way act as a remedy or limitation on damages available to the City, which may pursue any and all other remedies available either in equity or at law. All Deposits and Bonds will be returned to the unsuccessful bidder/vendor's within a reasonable time after the contract has been awarded, and to the successful bidder/vendor upon full performance of the contract. Bonds or funds deposited do not accrue interest while held.
- b. **Performance Bonds:** If a performance Bond is required under the specifications of this agreement, the successful bidder/vendor must, prior to the award of the contract, post the bond, certified check or cashiers ck in the amount stated made payable to the City of Lawton. The Bidder's bond posted will be returned to the successful bidder/vendor upon posting of the Performance Bond and completion of any additional requirements for execution of the contract by the bidder/vendor. The performance bond will be released or returned to the bidder/vendor, as appropriate, after satisfactory completion of the contract and the performance period as stated in the specifications attached or any amendments thereto.

36. **TIME OF ESSENCE:** Unless otherwise stated time shall be considered of the essence to this agreement.

- a. Bidder/vendor specifically agrees that it shall be liable for failure to deliver or delay in delivery occasioned by and including, without limitations, strikes, lockouts, inability of obtaining material or shipping space, breakdowns, delays of carrier's or suppliers, and pre-existing governmental regulations of the federal and state government or any subdivisions thereof, unless governmental acts and regulations affecting delivery could not be found, recognized, or discovered by due diligence on the part of the bidder/vendor prior to submission of his bid and the City Council's acceptance thereof.
- b. When time is not of the essence this contract shall be inoperative during such period of time that aforesaid delivery or acceptance may be rendered impossible by reason of fire, strike, Acts of God, or government regulation. Provided, however, to the extent that the bidder/vendor has any commercially reasonable alternative method of performing his contract by purchase on the market or otherwise, he shall not be freed of his obligation hereunder by this clause.

37. **DISCRIMINATION:** Bidder/vendor agrees, in connection with the performance of work under this contract, as follows:

- a. Bidder/Vendor will not discriminate against any employee or applicant for employment because of race, creed, color, sex, national origin, ancestry, or physical or mental impairment. The bidder/vendor shall take affirmative action to insure that employees are treated without regard to their race, creed, color, sex, national origin, ancestry or physical or mental impairment. Such actions

shall include, but not be limited to the following: employment, upgrading, demotion or transfer, recruiting or recruitment, advertising, lay-off, termination, rates of pay or other forms of compensation and selection for training, including apprenticeship. The bidder/vendor agrees to post in a conspicuous place available to employees and applicants for employment, notices setting forth provisions of this section.

- b. The bidder/vendor agrees to include this non-discrimination clause in any subcontract connected with the performance under this contract.
 - c. In the event of the bidder/vendor's non-compliance with the above nondiscrimination clause, this contract may be terminated by the City. The bidder/vendor may be declared by the City ineligible for further contracts with the City until satisfactory proof of intent to comply is made by the bidder/vendor.
38. **DISTRIBUTION OF CONTRACT:** One (1) copy of the contract or award letter shall be furnished to each successful bidder/vendor as a result of this bid. It shall be the bidder/vendor's responsibility to reproduce and distribute copies of the contract to all distribution points listed in this bid whom will accept orders and complete deliveries. No additions, deletions or changes of any kind shall be made to this contract by the bidder/vendor.
39. **ADVERTISING:** In submitting a proposal, bidder/vendor agrees not to use the results therefrom as a part of any commercial advertising.
40. **TERMINATION FOR CONVENIENCE OF THE CITY:**
- a. The performance of work and/or delivery of ordered materials, supplies, equipment, and/or services under this contract may be terminated by the City, in whole or in part, whenever it is determined to be in the best interest of the City.
 - b. Any such termination shall be effected by the delivery to the bidder/vendor of a notice of termination specifying the extent to which performance of work and/or delivery of ordered materials, supplies, equipment, and/or services are terminated, and the date upon which such termination becomes effective.
 - c. After receipt of a notice of termination, the bidder/vendor shall stop work and/or place no further orders under the contract on the date and to the extent specified in the notice of termination.
41. **VENUE:** This contract shall be governed by the laws of the State of Oklahoma.
42. **OKLAHOMA STATE CONTRACT:** Some items which the City solicits bids for are on the Oklahoma State Contract. The City is eligible to purchase from the State Contract and will check the prices on the State Contract and may elect to purchase under that contract without termination of this agreement.
43. **INTEGRATED AGREEMENT:** This writing, with the attachments hereto, and any associated purchase orders constitute the entire agreement of the parties. No separate promises or agreements have been made other than those contained herein. This agreement may not be modified except in writing signed by both parties.

44. **ENERGY SAVINGS:** Oklahoma is an energy conservation State and we welcome any comments on your bid that would indicate energy savings. Energy savings will be considered on all bids where specifications call for Life Cycle Cost Analysis.

AFFIDAVIT FOR PAYMENTS IN EXCESS OF \$25,000.00
CITY OF LAWTON, STATE OF OKLAHOMA

STATE OF Oklahoma
COUNTY OF Comanche

SS

The undersigned (architect, contractor, supplier or engineer), of lawful age, being first duly sworn, on oath says that this contract is true and correct. Affiant further states that the (work, services or materials) will be (completed or supplied) in accordance with the plans, specifications, orders or requests furnished the affiant. Affiant further states that (s) he has made no payment directly or indirectly to any elected official, officer or employee of the City of Lawton, any county or local subdivision of the state, of money or any other thing of value to obtain or procure the contract or purchase order.



CL Boyd Company, Inc.
Business Name / Contractor Name

[Signature]
Signed
Print : Andrew Troutman

Attested to before me this 13 day of November 2023

[Signature]
Notary Public

My Commission Expires 05-03- 2026

NOTE: Copy of this Affidavit must be attached to any invoice submitted by an architect, contractor, or engineer or supplier for work, services, or materials completed or supplied under the terms of the contract or contracts in excess of \$25,000.00.



CITY OF LAWTON
212 SW 9th Street
Lawton, Oklahoma 73501
(580) 581-3500

CONTRACTOR'S CERTIFICATE OF COMPLIANCE
WITH NON-DISCRIMINATION PROVISIONS OF THE CONTRACT

In accordance with the provisions of this Contract relating to non-discrimination, it is hereby certified that I/we have complied with the provisions of Section 10-1-112 of the Code of Ordinances of the City of Lawton in the performance of any work in connection with this Contract.

CL24-008
Contract Number

CL Boyd Company, Inc.
Name of Contractor (Print)

11/13/23
Date

[Signature]
Signature, Member of Firm or Officer of Corporation

Manager, Service
Title

**SPECIFICATIONS
HEAVY EQUIPMENT SERVICE AND PARTS**

1. The City of Lawton desires to obtain contracts for repair parts and services, to include but not limited to, the following types of equipment:

Motor Graders	Trencher
Scrapers	Backhoe
Loaders	Loaders
Dozers	Compactors
2. **Minimum acceptable standards:**
 - a) Parts. These specifications will provide for repair parts, to include but not limited to, all models of equipment listed above.
 - b) The City of Lawton reserves the right to purchase parts for brands and models other than those represented by the contract vendor from a vendor of their choice. Parts for the brands and models represented by the contract vendor will be purchased from the contract vendor.
 - c) Repair services.
 - i) Repair services shall be performed only by trained and/or authorized personnel. Trained personnel include mechanics that have been trained by the factory or other formal education.
 - ii) The City realizes that a certain amount of expertise can be obtained through on the job experience (OJE). In the absence of formal training, mechanics with OJE on specific equipment will be considered. A minimum of three (3) years of documented experience in providing repair services on each make of equipment bid must be provided to meet this criterion.
3. This contract applies to repairs and services that cannot be completed under the supervision or direction of the City of Lawton Equipment Maintenance Superintendent.
4. Unless otherwise specified, successful vendor(s) must be able to provide complete and comprehensive parts and/or service support for all equipment. The services shall include, but not be limited to, engines, transmissions, final drives, electrical, hydraulic systems and tools, undercarriage repairs, and other related repairs, as applicable.
5. Bidders may submit bids for one or all of the following:

- a) Repair services (including supply of repair parts and components) for any or all makes of equipment listed above, except as stated.
 - b) Repair services only.
- 6. Bidder must identify on his/her bid, the price list(s) quoted. The bidder/vendor must have a current copy of the price list(s) available upon request by the City. This may be used for either bid evaluation purposes or contract compliance.
- 7. Bidder shall complete the price bid sheet. Bidders/vendors must provide detailed supportive information to facilitate fair and proper bid evaluations and contracts award. This is also to insure that the contracts are awarded to vendors who are not only competitive, but also have expertise on parts/service support for each line item bid. Failure to comply with these instructions may result in bid rejection.
- 8. **DELIVERY OF PARTS AND COMPONENTS:**
Successful vendor(s) must normally be able to deliver supplies of parts and components against routine orders within two (2) business days after receipt of the order. Supplies against emergency requirements must be made within 24 hours. If the primary vendor is unable to meet the City's delivery requirement, the City reserves the right to cancel unexecuted orders and procure the supplies from the secondary vendor or other sources of supply. There will be no drop-box charges associated with this contract. All shipments under this contract must be FOB City of Lawton (at the site designated by the ordering department/division).
- 9. **GUARANTEE:**
All bidders shall guarantee that the repair services and parts they propose to furnish shall be in accordance with the manufacturer's specifications and shall perform the function for which they were designed and manufactured. The vendor shall provide all standard manufacturer's warranties and guarantees and/or exchange policies for defective items purchased under this contract.
- 10. **PRICE LIST:**
 - a) Should there be any change(s) in cost/price lists at any time during the tenure of the contract, the successful vendor(s) shall immediately submit notices to the Financial Services Division, and the Equipment Maintenance Superintendent identifying the revised applicable list(s).
 - b) If requested, bidder shall submit the cost/price list(s) or relevant portions thereof for bid compliance evaluation.
- 11. **QUALITY OF PARTS AND SERVICES:**
 - a) Repair parts and/or services bid under these specifications must be name brand, nationally advertised merchandise. All repair parts must be new, first line, top quality parts. However, in some cases consideration will be given to rebuilt or remanufactured parts (see paragraph 11 b). Repair parts must be equal to, or exceed, original equipment manufacturer's specifications. Repair parts must be packaged and distributed under their respective nationally known name brands.
 - b) Rebuilt or remanufactured parts may be used under this contract. All rebuilt or remanufactured parts must meet the same requirements as above. Coordination and

approval must be obtained from the Equipment Maintenance Superintendent prior to using rebuilt or remanufactured parts on equipment.

- c) Some repair parts may be required to be original equipment manufactured repair parts. When a line item is identified as requiring "Original Equipment Manufacturer's (OEM)" repair parts, no substitution will be permitted or accepted.

12. **SCOPE OF PARTS AND SERVICES BID:**

- a) Prospective vendors shall be expected and required to handle, stock, or have access to the complete line of repair parts for the particular item(s) bid under these specifications.
- b) The service support bid by the vendor must also include all possible equipment that may fall into the category.

13. **BUY-BACK/TRADE-IN OF REPAIR PARTS:**

Prospective vendors are requested to provide, in writing, any buy-back, trade-in, or exchange policy concerning repair parts sold to the City under these specifications. The buy-back, trade-in or exchange policy will be a factor in determining lowest and best bidder. The policy must be submitted with the bid proposal to be considered.

14. **REPLACEMENT/CREDIT FOR ERRONEOUS SUPPLIES:**

If the vendor makes delivery of erroneous supplies, regardless of whether the City, or the vendor is responsible for the error, the vendor shall promptly replace, upon notification by the City, the erroneous supplies by correct supplies. Alternatively if the City so requests, the vendor shall promptly issue credit for the value of the supplies. If the City erred in ordering, the vendor shall be entitled to deduct restocking fees from the value of the erroneous supplies provided the vendor's bid included provision for payment of restocking fees. In any event, the vendor shall provide credit within thirty days of the request for credit from the City.

15. **REIMBURSEMENT OF LABOR CHARGES FOR ERRONEOUS SUPPLIES:**

if the vendor makes erroneous delivery of supplies that are ordered correctly by the City, the vendor shall, in addition, to replacing/issuing credit for the erroneous supplies, also be responsible for reimbursing to the City any labor charges the City incurs in fitting and removing such materials from an assembly/vehicle. The labor charges that are to be reimbursed shall be based on standard flat rate manuals.

16. **WARRANTY ON REPAIR SERVICE:**

In addition to providing the standard warranty on parts and labor on repair services, the vendor shall also be responsible for reimbursing to the City the labor charges the City incurs in removing erroneous parts/components/materials from an assembly/vehicle. The labor charges will be based on standard flat rate manuals.

17. **WORK ORDERS AND WRITTEN ESTIMATES:**

a) **WRITTEN ESTIMATES**

- i) Bidder/vendor must provide written estimates on any repair that is expected to exceed seven thousand five hundred dollars (\$7,500).
- ii) Written estimates must also be provided any time the equipment must be taken to the bidder/vendor's shop for repairs and services.
- iii) Upon request by the City.
- iv) Written estimates shall be provided at no charge.
- x) Written estimates must be provided before the service starts. Service must not commence until approval has been given after receipt of the written estimate.
- vi) The City of Lawton Equipment Maintenance Superintendent must be contacted if any repair or service must be done that is not covered by the written estimate. No work will be done in the absence of this coordination.

b) **ON-SITE WORK**

- i) For work done on-site the mechanic must physically check-in and check-out with the site supervisor, or his representative, upon arrival and departure from the work site.
- ii) Labor charges shall begin upon arrival at the work site and end upon departure.
- iii) There shall be no labor charged during travel time.
- iv) The work sheet must be reviewed and approved by the site supervisor, or his representative, at the end of each day, or the completion of the job.
- v) Parts that are replaced must be available upon request by the City staff.

18 **COMPLETION OF PRICE BID SHEET**

- a) The price bid sheet must be filled out and submitted as requested, failure to do so may result in bid rejection.

19. **DELIVERY:**

- a) Where delivery times are not otherwise indicated in the detailed specifications, the successful bidder shall be required to provide contracted parts and services within two (2) working days from date of order. However, the Equipment Maintenance Superintendent may require, in cases of critical need, a shorter delivery/response time or, in cases of reasonable and justified delay, allow an extended delivery/response time on a case by case request basis.

- b) If the City requests that a vendor supply a normally contracted item on emergency basis in less than the maximum specified delivery time identified in the contract requiring the vendor to incur unforeseen freight charges to meet the City's requirement, the vendor may in such case add the freight charges to his invoices.

20. **REPAIR PARTS AND BOUGHT OUT MATERIALS:**

- a) Occasionally the contracted vendor(s), who is an authorized distributor/dealer for the items for which he/she has been awarded original Equipment Manufacturer (OEM) repair services contracts may procure critical matching repair parts/components from other dealerships instead of waiting to receive the materials from the factory in order to avoid delays to repairs of City equipment, and to reduce equipment down time. However, the contracted vendor(s) must obtain prior approval of the Equipment Services Division Superintendent to "buy out" such materials from other dealerships, in every instance.
- b) "Bought out" materials shall be treated as non-contractual items, and will be paid at actual price provided that such items individually or in total do not exceed \$2,500 on a particular invoice or repair. The contracted vendor must supply documentation verifying the actual cost of the bought out items, and must note on the final invoice as to which items are bought out. These items will be identified as "non-contract" items.

21. **REPAIR SERVICES CONTRACTS:**

- a) Where contracts are awarded for repair services based on shop labor rates per hour bid by vendor(s), the City will pay the vendor(s) for the actual shop labor hours expended on the services performed by the vendor(s), provided however that the actual shop labor hours do not exceed the established industry shop labor standards, where such standards are available (e.g., journals such as Motor Manual, Chilton, etc.)
- b) Where such established standards are, however, not available, the City reserves the right to verify the reasonableness of the actual shop labor hours expended as claimed by the vendor(s), by making inquiries of and obtaining estimated shop labor hours for identical services from comparable non-contracted vendors. Where the actual shop labor hours claimed by the contracted vendor(s) exceed the estimated shop labor hours obtained by such inquiries the City will pay the contracted vendor(s) for the average of the different estimated shop labor hours obtained by the inquiries.
- c) Vendor to bid labor charges for regular hours, after hours, weekend, and holiday rates.
- d) Invoices for completed work will include an itemized list of all parts and labor associated with each major component repaired (ie: Transmission Repair labor required, 4.5 hours to remove and replace. Parts required, Transmission, 1 each @ \$3,000.00, Transmission Fluid, 24 quarts @ \$3.00 per qt.)

22. **VENDOR'S QUALIFICATIONS:**

Prospective vendors must document that they can provide specified parts and services in the quantities and within the time limits required by the City of Lawton and provide proof that the products they bid meet or exceed "OEM" parts standards.

Page 5 of 6

HEAVY EQUIPMENT SERVICE AND PARTS

23. **MATERIAL SAFETY DATA SHEETS**

- a) Any Contractor supplying the materials that require a Material Safety Data Sheet (MSDS) will furnish the required sheet or a composite concentration list in one of the following manners:
 - i) Submitted as a part of the bid document.
 - ii) Submitted prior to contract award.
 - iii) Submitted with the product invoice.
 - iv) Submitted at the request of the ordering entity.
- b) In all instances, the Contractor shall furnish the material safety data sheets with the products at delivery, and shall comply with all local, State and Federal laws providing for identification of materials transported to or from the ordering entity.
- b) The appropriate bid number, contract number, delivery ticket number or invoice number shall be clearly marked on the material safety data sheet form or the composite concentration lists.

Bid Number: CL24-008

Bid Title: Heavy Equipment Service and Parts

Vendor Name: CL Boyd Company, Inc.
(please complete above information)

Price Bid

(must be completed and returned with the bid)

ITEM	DESCRIPTION	QTY	UNIT	UNIT PRICE
1	Labor rates			
a	On-site, regular hours	per	hour	\$ 130
b	On-site, after hours	per	hour	\$ 135
c	On-site, weekend/holidays	per	hour	\$ 160
2	Shop labor rates			
a	Regular hours	per	hour	\$ 110
b	After hours	per	hour	\$ 115
c	Weekend/holiday hours	per	hour	\$ 140
3	Parts			
a	Discount offered from Manufactures list price for makes & models represented by vendor	%	discount	0
b	Discount offered from Manufactures list price for all other makes & models	%	discount	0
As per accompanying specifications Specifications Point of Contact: David Miller (580) 581-3415 or dmiller@lawtonok.gov				

TRAVEL CHARGES/SERVICE CALL

Is there a travel/service call charge? Y ☐ N ☒

Is it, per mile N/A or per trip N/A.

What is the cost, if any, of the travel/service call charge?

Per mile N/A

Per trip N/A

Does the travel/service call charge include the first hour
of labor? Y ☐ N ☒

Please take note that no FUEL SURCHARGES will be allowed.

Notes:

1. This is a requirements contract.
2. There are no insurance requirements for this contract.
3. Please submit two copies of any additional documents such as descriptive literature.
4. **WARRANTY:**
 - a) The vendor must provide detailed information on all warranties provided with the purchase of items covered by this contract.
 - b) The vendor must also provide details, including prices, on any available extended or optional warranties.
 - c) The information provided on warranties will be considered during the bid evaluation. Available warranties are factors for bid award.

Item Title:

Consider and take action approving the plans, specifications and authorize advertisement for the construction of the Transite Water Lines Replacement Project PU2504 to replace high-maintenance water lines throughout the city.

Initiator: Willie Whisenhunt, Director

Information Source: Willie Whisenhunt, Director

Background:

On June 27, 2023, City Council approved the Master Service Agreement with Garver, LLC. On October 8, 2024, City Council Approved Amendment No. 8 for Professional Engineering Services for the Lawton Transite Waterline Replacement Project. Amendment No. 8 includes services associated with new water line improvements under the Transite Waterline Replacement Program including designing, bidding assistance, and construction phase services for approximately 14,900 linear feet of waterlines within City of Lawton, maps 24, 26, and 27. Plans are now complete and ready to advertise for construction bids.

Correlation to the True North Statement:

This project benefits the citizen by providing clean drinking water with efficiency in accordance with the True North Statement.

Exhibit:

The plans and specifications are on file in the City Clerk's office and the Public Utilities office located at 2100 SW 6th Street and are available for review on day of approval.

Key Issues:

Does City Council wish to approve the plans, specifications and authorize advertisement for the construction of the Transite Water Lines Replacement Project PU2504 to replace high-maintenance water lines throughout the city?

Funding Source:

Loan through DWSRF

Recommended Action:

Approve the plans, specifications and authorize advertisement for the construction of the Transite Water Lines Replacement Project PU2504 to replace high-maintenance water lines throughout the city.

ATTACHMENTS:

None

Item Title:

Consider and take action in awarding a contract in the amount of \$3,425,000.00 to Southern Infrastructure Group, LLC, for the construction of Gondola Lake Dam Improvements Project PU2411 to rehabilitate the existing dam structure.

Initiator: Willie Whisenhunt, Director

Information Source: Willie Whisenhunt, Director

Background:

Gondola dam is owned by the City of Lawton and is approximately 100 years old. Located downstream of Lake Lawtonka, there is no as-built information, maintenance records, or previous inspection records for this dam. The dam is used to create a small tilling pool just downstream of Lake Lawtonka. The dam overflow spillway has been damaged and requires rehabilitation. On June 27, 2023, City Council approve the Master Service Agreement with Jacobs Engineering Group, INC. Council approved Amendment No. 5 on February 13, 2024, to include work to develop a high-level condition summary of the dam, feasibility assessment for rehabilitation or replacing the existing dam at the same location, concept development for the recommended alternative and a cost estimate.

Amendment no. 9 was approved by the City Council on October 22, 2024 and includes a detailed design and construction support for improvements to Gondola Dam, located downstream of Lawtonka Dam, near Lawton, Oklahoma. Gondola dam is owned by the City of Lawton and is approximately 100 years old. The dam is used to create a small pool for recreational use in Medicine Park. The dam requires maintenance repairs to improve its functionality, but the dam is not listed in the OWRB database. Field investigations, feasibility assessment and conceptual design of alternatives have been completed for the required improvements to the Gondola Dam. Feasibility of constructing improvements for the dam were discussed with City of Lawton, and the conceptual design was reviewed and approved.

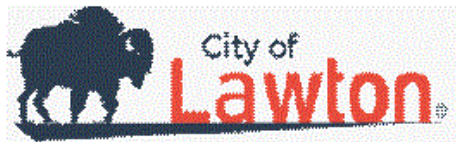
On June 10, 2025 City Council Approved the plans, specifications and authorized advertisement for construction. The project advertised June 11th and 18th, 2025. A Mandatory prebid conference was held June 19, 2025, at 1:30 pm in the Public Utilities Conference Room. Bids were received at the City Clerk's Office and publicly opened at 2 pm on July 22, 2025. A total of one (1) bid was received.

After reviewing the Bid Documents, it was determined that the one bid received was non-responsive due to no affixed seal on the bid submission page of the bid packet. It is the Department's and the Engineer's Recommendation that the bid be rejected, and the project be re-advertised to obtain a responsive bid. The timeliness of the re-advertisement of this project is imperative to meet the goals and timeline of the project to keep the funding requirements of the \$2mil ARPA grant associated with this project.

City Council approved the rejection of the bid and authorized re-advertisement on August 12, 2025.

The project re-advertised September 24th and October 1st, 2025. A Mandatory prebid conference was held October 10th, 2025, at 1:30 pm in the Public Utilities Conference Room. Bids were received at the City Clerk's Office and publicly opened at 2 pm on October 28, 2025.

A total of three (3) bids were received.



Gondola Lake Dam Improvements - PU2411

Tuesday, October 28, 2025

BID TAB				
	Engineer's Estimate	Southern Infrastructure Group, LLC	McMillen, INC	Stuever Dirtworks, LLC
Total Base Bid	\$3,350,268.00	\$3,380,000.00	\$3,545,000.00	\$3,817,000.00
Alternate 1	\$284,642.00	\$235,000.00	\$120,000.00	\$300,000.00
Alternate 2	\$447,108.00	\$627,000.00	\$764,750.00	\$1,330,000.00
Alternate 3	\$68,843.00	\$45,000.00	\$59,000.00	\$85,000.00

After reviewing the Bid Documents, Jacobs Engineering Group recommended to award a contract for the base bid (\$3,380,000) and Bid Alternate 3 (\$45,000) in the total amount of \$3,425,000.00 to Southern Infrastructure Group, LLC, for the construction of Gondola Lake Dam Improvements Project PU2411.

Correlation to the True North Statement:

This project benefits the citizen by providing a safe community in accordance with the True North Statement.

Exhibit:

Recommendation of Award, Bid Tabulation and Construction Contract

Key Issues:

Does City Council wish to award a contract in the amount of \$3,425,000.00 to Southern Infrastructure Group, LLC, for the construction of Gondola Lake Dam Improvements Project PU2411 to rehabilitate the existing dam structure?

Funding Source:

ARPA Grant: \$1,663,416.00 remaining to be used on construction
CWSRF \$39mil Loan: \$1,761,584.00

Recommended Action:

Award a contract in the amount of \$3,425,000.00 to Southern Infrastructure Group, LLC, for the construction of Gondola Lake Dam Improvements Project PU2411 to rehabilitate the existing dam structure.

ATTACHMENTS:

1. Rec of Award Gondola
2. Bid Tab - PU2411 - Gondola Lake Dam
3. Gondola - Contract - SIG Executed

Recommendation of Award

Date: November 4, 2025

Project name: Gondola Dam Improvements – PU 2411

Attention: Rusty Whisenhunt, P.E.
Director of Public Utilities

Company: City of Lawton

3600 NW 138th St
Suite 203
Oklahoma City, OK 73134
United States
www.jacobs.com

Dear Rusty,

The bids received on October 28, 2025, for the subject project have been reviewed and it is recommended that the contract be awarded to Southern Infrastructure Group, LLC (SIG). Jacobs recommends awarding the base bid for \$3,380,000 and Bid Alternate 3 for \$45,000 for a total of \$3,425,000. The bid tabulation is attached, and details of the evaluation are as follows:

- All the documents from the bid checklist for SIG were included.
- Signed bid: The bid was signed and included a corporate seal and therefore appears to be in order.
- SIG's base bid was only 0.9% higher than the engineer's estimate which is a reasonable range. Some bid items varied more, but they balanced out on an overall project level, so the bid does appear to be significantly imbalanced. Detailed items:
 - o Bid items 6 (Steel Guardrail), 9 (Exploratory borings), and 10 (Flow diversion, coffer dams, and weir gate) were higher than the engineer's estimate.
 - o The remaining base bid items were lower than the engineer's estimate.
 - o After a conversation with SIG, it is most likely that the difference lies in where the risk for the project was allocated.
- SIG's bid alternates 1 and 3 were lower than the engineer's estimate but bid alternate 2 was 40% higher than the engineer's estimate.
- SIG's references show that they have the necessary qualifications to do the work.

Regards,



Lisa Cox, P.E.
Project Manager
405-367-7665
lisa.cox@jacobs.com



BID OPENING DATE: Tuesday, October 28, 2025

PROJECT: Gondola Lake Dam Improvements - PU2411

Engineer's Estimate						Southern Infrastructure Group, LLC					
Item #	Est. QTY	Unit	Description	Unit Price	Item Total	Item #	Est. QTY	Unit	Description	Unit Price	Item Total
1	1	LS	MOBILIZATION	\$171,570.00	\$171,570.00	1	1	LS	MOBILIZATION	\$65,000.00	\$65,000.00
2	1	AL	WORK CHANGE DIRECTIVE ALLOWANCE	\$250,000.00	\$250,000.00	2	1	AL	WORK CHANGE DIRECTIVE ALLOWANCE	\$250,000.00	\$250,000.00
3	1	AL	Contractor-provided Special Inspection and Testing	\$70,000.00	\$70,000.00	3	1	AL	Contractor-provided Special Inspection and Testing	\$70,000.00	\$70,000.00
4	1	LS	DEMOLITION OF CONCRETE OVERLAY AND ALL ASSOCIATED APPURTANCES AND MISCELLANEOUS ITEMS	\$1,037,000.00	\$1,037,000.00	4	1	LS	DEMOLITION OF CONCRETE OVERLAY AND ALL ASSOCIATED APPURTANCES AND MISCELLANEOUS ITEMS	\$995,000.00	\$995,000.00
5	1	LS	ALL ASSOCIATED SITE WORK, INCLUDING BUT NOT LIMITED TO; CLEARING, GRUBBING, BOULDER REMOVAL, SITE RESTORATION AND GRADING AND RESURFACING SITE ACCESS, SECURITY FENCING, EROSION CONTROL, AND STORMWATER. NOT INCLUDING BID ALTERNATIVES.	\$217,938.00	\$217,938.00	5	1	LS	ALL ASSOCIATED SITE WORK, INCLUDING BUT NOT LIMITED TO; CLEARING, GRUBBING, BOULDER REMOVAL, SITE RESTORATION AND GRADING AND RESURFACING SITE ACCESS, SECURITY FENCING, EROSION CONTROL, AND STORMWATER. NOT INCLUDING BID ALTERNATIVES.	\$145,000.00	\$145,000.00
6	1	LS	STEEL GUARDRAIL PROVIDING ALL MATERIAL FOR INSTALLATION OF STEEL GUARDRAIL	\$27,644.00	\$27,644.00	6	1	LS	STEEL GUARDRAIL PROVIDING ALL MATERIAL FOR INSTALLATION OF STEEL GUARDRAIL	\$65,000.00	\$65,000.00
7	1	LS	CONCRETE OVERLAY AND CONCRETE WEIR, INCLUDING GALVINIZED GRATING	\$922,569.00	\$922,569.00	7	1	LS	CONCRETE OVERLAY AND CONCRETE WEIR, INCLUDING GALVINIZED GRATING	\$935,000.00	\$935,000.00
8	1	EA	Mobilization and Demobilization for exploratory borings.	\$9,897.00	\$9,897.00	8	1	EA	Mobilization and Demobilization for exploratory borings.	\$8,000.00	\$8,000.00
9	3	EA	Exploratory borings, one per dam segment. Including cost to fill borings with concrete grout. This work may or may not be required.	\$2,451.00	\$7,353.00	9	3	EA	Exploratory borings, one per dam segment. Including cost to fill borings with concrete grout. This work may or may not be required.	\$15,000.00	\$45,000.00
10	1	LS	FLOW DIVERSION, COFFER DAMS, WEIR GATE	\$636,297.00	\$636,297.00	10	1	LS	FLOW DIVERSION, COFFER DAMS, WEIR GATE	\$802,000.00	\$802,000.00
Bid total					\$ 3,350,268.00	Bid total					\$ 3,380,000.00
ADDITIVE ALTERNATE BID SCHEDULE NO. 1						ADDITIVE ALTERNATE BID SCHEDULE NO. 1					
Item #	Est. QTY	Unit	Description	Unit Price	Item Total	Item #	Est. QTY	Unit	Description	Unit Price	Item Total
1	1	LS	Demolition of concrete conduit. Installation of Concrete wall in final condition, including all necessary dewatering and cleaning.	\$284,642.00	\$284,642.00	1	1	LS	Demolition of concrete conduit. Installation of Concrete wall in final condition, including all necessary dewatering and cleaning.	\$235,000.00	\$235,000.00
ADDITIVE ALTERNATE BID SCHEDULE NO. 2						ADDITIVE ALTERNATE BID SCHEDULE NO. 2					
Item #	Est. QTY	Unit	Description	Unit Price	Item Total	Item #	Est. QTY	Unit	Description	Unit Price	Item Total
2	38	EA	Ground anchors and associate concrete work, grouting, access of drill equipment, including all miscellaneous work required to install anchors in final location, not including work already accounted for in previous bid items. Includes mobilization and demobilization.	\$11,766.00	\$447,108.00	2	38	EA	Ground anchors and associate concrete work, grouting, access of drill equipment, including all miscellaneous work required to install anchors in final location, not including work already accounted for in previous bid items. Includes mobilization and demobilization.	\$16,500.00	\$627,000.00
ADDITIVE ALTERNATE BID SCHEDULE NO. 3						ADDITIVE ALTERNATE BID SCHEDULE NO. 3					
Item #	Est. QTY	Unit	Description	Unit Price	Item Total	Item #	Est. QTY	Unit	Description	Unit Price	Item Total
3	1	LS	Repair of Masonry Dam, not including repairs already in demolition	\$58,843.00	\$58,843.00	3	1	LS	Repair of Masonry Dam, not including repairs already in demolition	\$35,000.00	\$35,000.00
4	1	AL	Material compatibility Allowance	\$10,000.00	\$10,000.00	4	1	AL	Material compatibility Allowance	\$10,000.00	\$10,000.00
					\$68,843.00						\$45,000.00

McMillen, INC						Stuever Dirtworks, LLC					
Item #	Est. QTY	Unit	Description	Unit Price	Item Total	Item #	Est. QTY	Unit	Description	Unit Price	Item Total
1	1	LS	MOBILIZATION	\$440,000.00	\$440,000.00	1	1	LS	MOBILIZATION	\$190,000.00	\$190,000.00
2	1	AL	WORK CHANGE DIRECTIVE ALLOWANCE	\$250,000.00	\$250,000.00	2	1	AL	WORK CHANGE DIRECTIVE ALLOWANCE	\$250,000.00	\$250,000.00
3	1	AL	Contractor-provided Special Inspection and Testing	\$70,000.00	\$70,000.00	3	1	AL	Contractor-provided Special Inspection and Testing	\$70,000.00	\$70,000.00
4	1	LS	DEMOLITION OF CONCRETE OVERLAY AND ALL ASSOCIATED APPURTANCES AND MISCELLANEOUS ITEMS	\$500,000.00	\$500,000.00	4	1	LS	DEMOLITION OF CONCRETE OVERLAY AND ALL ASSOCIATED APPURTANCES AND MISCELLANEOUS ITEMS	\$982,000.00	\$982,000.00
5	1	LS	ALL ASSOCIATED SITE WORK, INCLUDING BUT NOT LIMITED TO; CLEARING, GRUBBING, BOULDER REMOVAL, SITE RESTORATION AND GRADING AND RESURFACING SITE ACCESS, SECURITY FENCING, EROSION CONTROL, AND STORMWATER. NOT INCLUDING BID ALTERNATIVES.	\$400,000.00	\$400,000.00	5	1	LS	ALL ASSOCIATED SITE WORK, INCLUDING BUT NOT LIMITED TO; CLEARING, GRUBBING, BOULDER REMOVAL, SITE RESTORATION AND GRADING AND RESURFACING SITE ACCESS, SECURITY FENCING, EROSION CONTROL, AND STORMWATER. NOT INCLUDING BID ALTERNATIVES.	\$220,000.00	\$220,000.00
6	1	LS	STEEL GUARDRAIL PROVIDING ALL MATERIAL FOR INSTALLATION OF STEEL GUARDRAIL	\$125,000.00	\$125,000.00	6	1	LS	STEEL GUARDRAIL PROVIDING ALL MATERIAL FOR INSTALLATION OF STEEL GUARDRAIL	\$85,000.00	\$85,000.00
7	1	LS	CONCRETE OVERLAY AND CONCRETE WEIR, INCLUDING GALVINIZED GRATING	\$800,000.00	\$800,000.00	7	1	LS	CONCRETE OVERLAY AND CONCRETE WEIR, INCLUDING GALVINIZED GRATING	\$1,200,000.00	\$1,200,000.00
8	1	EA	Mobilization and Demobilization for exploratory borings.	\$50,000.00	\$50,000.00	8	1	EA	Mobilization and Demobilization for exploratory borings.	\$60,000.00	\$60,000.00
9	3	EA	Exploratory borings, one per dam segment. Including cost to fill borings with concrete grout. This work may or may not be required.	\$50,000.00	\$150,000.00	9	3	EA	Exploratory borings, one per dam segment. Including cost to fill borings with concrete grout. This work may or may not be required.	\$20,000.00	\$60,000.00
10	1	LS	FLOW DIVERSION, COFFER DAMS, WEIR GATE	\$760,000.00	\$760,000.00	10	1	LS	FLOW DIVERSION, COFFER DAMS, WEIR GATE	\$700,000.00	\$700,000.00
Bid total					\$ 3,545,000.00	Bid total					\$ 3,817,000.00
ADDITIVE ALTERNATE BID SCHEDULE NO. 1						ADDITIVE ALTERNATE BID SCHEDULE NO. 1					
Item #	Est. QTY	Unit	Description	Unit Price	Item Total	Item #	Est. QTY	Unit	Description	Unit Price	Item Total
1	1	LS	Demolition of concrete conduit. Installation of Concrete wall in final condition, including all necessary dewatering and cleaning.	\$120,000.00	\$120,000.00	1	1	LS	Demolition of concrete conduit. Installation of Concrete wall in final condition, including all necessary dewatering and cleaning.	\$300,000.00	\$300,000.00
ADDITIVE ALTERNATE BID SCHEDULE NO. 2						ADDITIVE ALTERNATE BID SCHEDULE NO. 2					
Item #	Est. QTY	Unit	Description	Unit Price	Item Total	Item #	Est. QTY	Unit	Description	Unit Price	Item Total
2	38	EA	Ground anchors and associate concrete work, grouting, access of drill equipment, including all miscellaneous work required to install anchors in final location, not including work already accounted for in previous bid items. Includes mobilization and demobilization.	\$20,125.00	\$764,750.00	2	38	EA	Ground anchors and associate concrete work, grouting, access of drill equipment, including all miscellaneous work required to install anchors in final location, not including work already accounted for in previous bid items. Includes mobilization and demobilization.	\$35,000.00	\$1,330,000.00
ADDITIVE ALTERNATE BID SCHEDULE NO. 3						ADDITIVE ALTERNATE BID SCHEDULE NO. 3					
Item #	Est. QTY	Unit	Description	Unit Price	Item Total	Item #	Est. QTY	Unit	Description	Unit Price	Item Total
3	1	LS	Repair of Masonry Dam, not including repairs already in demolition	\$49,000.00	\$49,000.00	3	1	LS	Repair of Masonry Dam, not including repairs already in demolition	\$75,000.00	\$75,000.00
4	1	AL	Material compatibility Allowance	\$10,000.00	\$10,000.00	4	1	AL	Material compatibility Allowance	\$10,000.00	\$10,000.00
					\$59,000.00						\$85,000.00



Gondola Lake Dam Improvements - PU2411
Tuesday, October 28, 2025

BID TAB				
	Engineer's Estimate	Southern Infrastructure Group, LLC	McMillen, INC	Stuever Dirtworks, LLC
Total Base Bid	\$3,350,268.00	\$3,380,000.00	\$3,545,000.00	\$3,817,000.00
Alternate 1	\$284,642.00	\$235,000.00	\$120,000.00	\$300,000.00
Alternate 2	\$447,108.00	\$627,000.00	\$764,750.00	\$1,330,000.00
Alternate 3	\$68,843.00	\$45,000.00	\$59,000.00	\$85,000.00



BID OPENING DATE: Tuesday, October 28, 2025

PROJECT: Gondola Lake Dam Improvements - **PU2411**

Itemized Bid Tabulations

Engineer's Estimate						Southern Infrastructure Group, LLC					
Item #	Est. QTY	Unit	Description	Unit Price	Item Total	Item #	Est. QTY	Unit	Description	Unit Price	Item Total
1	1	LS	MOBILIZATION	\$171,570.00	\$171,570.00	1	1	LS	MOBILIZATION	\$65,000.00	\$65,000.00
2	1	AL	WORK CHANGE DIRECTIVE ALLOWANCE	\$250,000.00	\$250,000.00	2	1	AL	WORK CHANGE DIRECTIVE ALLOWANCE	\$250,000.00	\$250,000.00
3	1	AL	Contractor-provided Special Inspection and Testing	\$70,000.00	\$70,000.00	3	1	AL	Contractor-provided Special Inspection and Testing	\$70,000.00	\$70,000.00
4	1	LS	DEMOLITION OF CONCRETE OVERLAY AND ALL ASSOCIATED APPURTANCES AND MISCELLANEOUS ITEMS	\$1,037,000.00	\$1,037,000.00	4	1	LS	DEMOLITION OF CONCRETE OVERLAY AND ALL ASSOCIATED APPURTANCES AND MISCELLANEOUS ITEMS	\$995,000.00	\$995,000.00
5	1	LS	ALL ASSOCIATED SITE WORK, INCLUDING BUT NOT LIMITED TO; CLEARING, GRUBBING, BOULDER REMOVAL, SITE RESTORATION AND GRADING AND RESURFACING SITE ACCESS, SECURITY FENCING, EROSION CONTROL, AND STORMWATER. NOT INCLUDING BID ALTERNATIVES.	\$217,938.00	\$217,938.00	5	1	LS	ALL ASSOCIATED SITE WORK, INCLUDING BUT NOT LIMITED TO; CLEARING, GRUBBING, BOULDER REMOVAL, SITE RESTORATION AND GRADING AND RESURFACING SITE ACCESS, SECURITY FENCING, EROSION CONTROL, AND STORMWATER. NOT INCLUDING BID ALTERNATIVES.	\$145,000.00	\$145,000.00
6	1	LS	STEEL GUARDRAIL PROVIDING ALL MATERIAL FOR INSTALLATION OF STEEL GUARDRAIL	\$27,644.00	\$27,644.00	6	1	LS	STEEL GUARDRAIL PROVIDING ALL MATERIAL FOR INSTALLATION OF STEEL GUARDRAIL	\$65,000.00	\$65,000.00
7	1	LS	CONCRETE OVERLAY AND CONCRETE WEIR, INCLUDING GALVINIZED GRATING	\$922,569.00	\$922,569.00	7	1	LS	CONCRETE OVERLAY AND CONCRETE WEIR, INCLUDING GALVINIZED GRATING	\$935,000.00	\$935,000.00
8	1	EA	Mobilization and Demobilization for exploratiry borings.	\$9,897.00	\$9,897.00	8	1	EA	Mobilization and Demobilization for exploratiry borings.	\$8,000.00	\$8,000.00
9	3	EA	Exploratory borings, one per dam segment. Including cost to fill borings with concrete grout. This work may or may not be required.	\$2,451.00	\$7,353.00	9	3	EA	Exploratory borings, one per dam segment. Including cost to fill borings with concrete grout. This work may or may not be required.	\$15,000.00	\$45,000.00
10	1	LS	FLOW DIVERSION, COFFER DAMS, WEIR GATE	\$636,297.00	\$636,297.00	10	1	LS	FLOW DIVERSION, COFFER DAMS, WEIR GATE	\$802,000.00	\$802,000.00

Bid total	\$ 3,350,268.00	Bid total	\$ 3,380,000.00

ADDITIVE ALTERNATE BID SCHEDULE NO. 1						ADDITIVE ALTERNATE BID SCHEDULE NO. 1					
Item #	Est. QTY	Unit	Description	Unit Price	Item Total	Item #	Est. QTY	Unit	Description	Unit Price	Item Total
1	1	LS	Demolition of concrete conduit. Installation of Concrete wall in final condition, including all necessary dewatering and cleaning.	\$284,642.00	\$284,642.00	1	1	LS	Demolition of concrete conduit. Installation of Concrete wall in final condition, including all necessary dewatering and cleaning.	\$235,000.00	\$235,000.00

ADDITIVE ALTERNATE BID SCHEDULE NO. 2						ADDITIVE ALTERNATE BID SCHEDULE NO. 2					
Item #	Est. QTY	Unit	Description	Unit Price	Item Total	Item #	Est. QTY	Unit	Description	Unit Price	Item Total
2	38	EA	Ground anchors and associate concrete work, grouting, access of drill equipment, including all miscellaneous work required to install anchors in final location, not including work already accounted for in previous bid items. Includes mobilization and demobilization.	\$11,766.00	\$447,108.00	2	38	EA	Ground anchors and associate concrete work, grouting, access of drill equipment, including all miscellaneous work required to install anchors in final location, not including work already accounted for in previous bid items. Includes mobilization and demobilization.	\$16,500.00	\$627,000.00

ADDITIVE ALTERNATE BID SCHEDULE NO. 3						ADDITIVE ALTERNATE BID SCHEDULE NO. 3					
Item #	Est. QTY	Unit	Description	Unit Price	Item Total	Item #	Est. QTY	Unit	Description	Unit Price	Item Total
3	1	LS	Repair of Masonry Dam, not including repairs already in demolition	\$58,843.00	\$58,843.00	3	1	LS	Repair of Masonry Dam, not including repairs already in demolition	\$35,000.00	\$35,000.00
4	1	AL	Material compatibility Allowance	\$10,000.00	\$10,000.00	4	1	AL	Material compatibility Allowance	\$10,000.00	\$10,000.00
				\$68,843.00						\$45,000.00	

McMillen, INC						Stuever Dirtworks, LLC					
Item #	Est. QTY	Unit	Description	Unit Price	Item Total	Item #	Est. QTY	Unit	Description	Unit Price	Item Total
1	1	LS	MOBILIZATION	\$440,000.00	\$440,000.00	1	1	LS	MOBILIZATION	\$190,000.00	\$190,000.00
2	1	AL	WORK CHANGE DIRECTIVE ALLOWANCE	\$250,000.00	\$250,000.00	2	1	AL	WORK CHANGE DIRECTIVE ALLOWANCE	\$250,000.00	\$250,000.00
3	1	AL	Contractor-provided Special Inspection and Testing	\$70,000.00	\$70,000.00	3	1	AL	Contractor-provided Special Inspection and Testing	\$70,000.00	\$70,000.00
4	1	LS	DEMOLITION OF CONCRETE OVERLAY AND ALL ASSOCIATED APPURTANCES AND MISCELLANEOUS ITEMS	\$500,000.00	\$500,000.00	4	1	LS	DEMOLITION OF CONCRETE OVERLAY AND ALL ASSOCIATED APPURTANCES AND MISCELLANEOUS ITEMS	\$982,000.00	\$982,000.00
5	1	LS	ALL ASSOCIATED SITE WORK, INCLUDING BUT NOT LIMITED TO; CLEARING, GRUBBING, BOULDER REMOVAL, SITE RESTORATION AND GRADING AND RESURFACING SITE ACCESS, SECURITY FENCING, EROSION CONTROL, AND STORMWATER. NOT INCLUDING BID ALTERNATIVES.	\$400,000.00	\$400,000.00	5	1	LS	ALL ASSOCIATED SITE WORK, INCLUDING BUT NOT LIMITED TO; CLEARING, GRUBBING, BOULDER REMOVAL, SITE RESTORATION AND GRADING AND RESURFACING SITE ACCESS, SECURITY FENCING, EROSION CONTROL, AND STORMWATER. NOT INCLUDING BID ALTERNATIVES.	\$220,000.00	\$220,000.00
6	1	LS	STEEL GUARDRAIL PROVIDING ALL MATERIAL FOR INSTALLATION OF STEEL GUARDRAIL	\$125,000.00	\$125,000.00	6	1	LS	STEEL GUARDRAIL PROVIDING ALL MATERIAL FOR INSTALLATION OF STEEL GUARDRAIL	\$85,000.00	\$85,000.00
7	1	LS	CONCRETE OVERLAY AND CONCRETE WEIR, INCLUDING GALVINIZED GRATING	\$800,000.00	\$800,000.00	7	1	LS	CONCRETE OVERLAY AND CONCRETE WEIR, INCLUDING GALVINIZED GRATING	\$1,200,000.00	\$1,200,000.00
8	1	EA	Mobilization and Demobilization for exploratiry borings.	\$50,000.00	\$50,000.00	8	1	EA	Mobilization and Demobilization for exploratiry borings.	\$60,000.00	\$60,000.00
9	3	EA	Exploratory borings, one per dam segment. Including cost to fill borings with concrete grout. This work may or may not be required.	\$50,000.00	\$150,000.00	9	3	EA	Exploratory borings, one per dam segment. Including cost to fill borings with concrete grout. This work may or may not be required.	\$20,000.00	\$60,000.00
10	1	LS	FLOW DIVERSION, COFFER DAMS, WEIR GATE	\$760,000.00	\$760,000.00	10	1	LS	FLOW DIVERSION, COFFER DAMS, WEIR GATE	\$700,000.00	\$700,000.00
Bid total				\$ 3,545,000.00		Bid total				\$ 3,817,000.00	

ADDITIVE ALTERNATE BID SCHEDULE NO. 1						ADDITIVE ALTERNATE BID SCHEDULE NO. 1					
Item #	Est. QTY	Unit	Description	Unit Price	Item Total	Item #	Est. QTY	Unit	Description	Unit Price	Item Total
1	1	LS	Demolition of concrete conduit. Installation of Concrete wall in final condition, including all necessary dewatering and cleaning.	\$120,000.00	\$120,000.00	1	1	LS	Demolition of concrete conduit. Installation of Concrete wall in final condition, including all necessary dewatering and cleaning.	\$300,000.00	\$300,000.00
ADDITIVE ALTERNATE BID SCHEDULE NO. 2						ADDITIVE ALTERNATE BID SCHEDULE NO. 2					
Item #	Est. QTY	Unit	Description	Unit Price	Item Total	Item #	Est. QTY	Unit	Description	Unit Price	Item Total
2	38	EA	Ground anchors and associate concrete work, grouting, access of drill equipment, including all miscellaneous work required to install anchors in final location, not including work already accounted for in previous bid items. Includes mobilization and demobilization.	\$20,125.00	\$764,750.00	2	38	EA	Ground anchors and associate concrete work, grouting, access of drill equipment, including all miscellaneous work required to install anchors in final location, not including work already accounted for in previous bid items. Includes mobilization and demobilization.	\$35,000.00	\$1,330,000.00
ADDITIVE ALTERNATE BID SCHEDULE NO. 3						ADDITIVE ALTERNATE BID SCHEDULE NO. 3					
Item #	Est. QTY	Unit	Description	Unit Price	Item Total	Item #	Est. QTY	Unit	Description	Unit Price	Item Total
3	1	LS	Repair of Masonry Dam, not including repairs already in demolition	\$49,000.00	\$49,000.00	3	1	LS	Repair of Masonry Dam, not including repairs already in demolition	\$75,000.00	\$75,000.00
4	1	AL	Material compatibility Allowance	\$10,000.00	\$10,000.00	4	1	AL	Material compatibility Allowance	\$10,000.00	\$10,000.00
					\$59,000.00						\$85,000.00

CONTRACT

THIS CONTRACT made and entered into this 2nd day of December, 2025, by and between CITY OF LAWTON, Oklahoma, a Municipal Corporation, acting by and through the Mayor and City Council, party of the first part, hereinafter referred to as "CITY", and Southern Infrastructure Group, LLC, party of the second part, hereinafter referred to as "CONTRACTOR".

WITNESSETH:

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

PU 2411- GONDOLA LAKE DAM IMPROVEMENTS

and

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

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

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

Three million four hundred twenty-five thousand Dollars (\$3,425,000.00)

Said proposal of Southern Infrastructure Group, LLC, is incorporated by reference into this contract. The actual amount to be paid to the Contractor will be based on the unit price in the Contractor's proposal times the unit quantities actually used and accepted for this project.

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

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

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

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

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

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

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

The Contractor hereby agrees to commence work under this Contract on a date to be specified in a written "Work Order" of the CITY and to fully complete the project 180 Calendar days to Substantial Completion and 30 Calendar Days to Final Completion The Contractor further agrees to pay as liquidated damages, the sum of One Thousand and 00/00 Dollars (\$1000.00) for each consecutive calendar day till Substantial Completion and Five Hundred and 00/00 Dollars (\$500.00) for each consecutive calendar Day till Final Completion thereafter as provided in Paragraph 18 of the General Conditions section of the Contract Documents and Technical Specifications.

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

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

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

- c. In the event of the Contractor's non-compliance with the above non-discrimination clause, this Contract may be terminated by the CITY. The Contractor may also be declared by the CITY to be ineligible for future contracts with the CITY until satisfactory proof of intent to comply shall be made by the Contractor.
4. Use of Subcontractors. The Contractor shall actively solicit bids for the subcontracting of goods or services from qualified minority businesses. At the request of the CITY, the Contractor shall furnish evidence of compliance with this requirement of minority solicitation. The Contractor further agrees to consider the grant of subcontracts to minority bidders on the basis of substantially equal proposals in the light most favorable to said minority businesses.
5. Entire Contract. This Contract and all the documents incorporated by reference contain the entire understanding and agreement of the parties upon the subject matter hereof. There is no agreement, oral or otherwise, which is not set forth in writing hereto or attached. This Contract includes the following items: this Contract, the Contract Documents and Technical Specifications, all applicable Plans and Addenda and the Contractor's Proposal.
6. Modification and Termination. This Contract cannot be modified or terminated except in writing signed by both parties or as otherwise provided herein.
7. Assignment. This Contract shall not be assigned without the written consent of the CITY.
8. Bankruptcy. If the Contractor becomes bankrupt or insolvent, or if a petition in bankruptcy is filed against the Contractor, or if a receiver is appointed for the Contractor, the CITY shall have the right to terminate this Contract upon written notice to the Contractor without prejudice to any claim for damages or any other right of the CITY under this Contract to the time of such termination.
9. Variables in Cost. The parties hereto assume and understand that the variables in Contractor's cost of performance may fluctuate; consequently, the parties hereto agree that any fluctuations in Contractor's costs will in no way alter the Contractor's obligations under this Contract nor excuse performance or delay on his part.
10. Choice of Laws and Venue. This Contract shall be governed by the laws of the State of Oklahoma. Any lawsuit brought concerning this Contract shall be filed with the appropriate state court, Comanche County, Oklahoma or with the United States District Court for Western District of Oklahoma, as applicable.
11. The Contractor acknowledges to and for the benefit of the City of Lawton ("Owner") and the Oklahoma Drinking Water State Revolving Fund (the "State") that it understands the goods and services under this Agreement are being funded with monies made available by the Clean Water State Revolving Fund and/or Drinking Water State Revolving Fund that have statutory requirements commonly known as "American Iron and Steel;" that requires all of the iron and steel products used in the project to be produced in the United States ("American Iron and Steel Requirement") including iron and steel products provided by the Contractor pursuant to this Agreement. The Contractor hereby represents and warrants to and for the benefit of the Owner and the State that (a) the Contractor has reviewed and understands the American Iron and Steel Requirement, (b) all of the iron and steel products used in the project will be and/or have been

produced in the United States in a manner that complies with the American Iron and Steel Requirement, unless a waiver of the requirement is approved, and (c) the Contractor will provide any further verified information, certification or assurance of compliance with this paragraph, or information necessary to support a waiver of the American Iron and Steel Requirement, as may be requested by the Owner or the State. Notwithstanding any other provision of this Agreement, any failure to comply with this paragraph by the Contractor shall permit the Owner or State to recover as damages against the Contractor any loss, expense, or cost (including without limitation attorney's fees) incurred by the Owner or State resulting from any such failure (including without limitation any impairment or loss of funding, whether in whole or in part, from the State or any damages owed to the State by the Owner). While the Contractor has no direct contractual privity with the State, as a lender to the Owner for the funding of its project, the Owner and the Contractor agree that the State is a third-party beneficiary and neither this paragraph (nor any other provision of this Agreement necessary to give this paragraph force or effect) shall be amended or waived without the prior written consent of the State.

12. The Contractor acknowledges to and for the benefit of the City of Lawton ("Owner") and the _____ (the "Funding Authority") that it understands the goods and services under this Agreement are being funded with federal monies and have statutory requirements commonly known as "Build America, Buy America;" that requires all of the iron and steel, manufactured products, and construction materials used in the project to be produced in the United States ("Build America, Buy America Requirements") including iron and steel, manufactured products, and construction materials provided by the Contractor pursuant to this Agreement. The Contractor hereby represents and warrants to and for the benefit of the Owner and Funding Authority (a) the Contractor has reviewed and understands the Build America, Buy America Requirements, (b) all of the iron and steel, manufactured products, and construction materials used in the project will be and/or have been produced in the United States in a manner that complies with the Build America, Buy America Requirements, unless a waiver of the requirements is approved, and (c) the Contractor will provide any further verified information, certification or assurance of compliance with this paragraph, or information necessary to support a waiver of the Build America, Buy America Requirements, as may be requested by the Owner or the Funding Authority. Notwithstanding any other provision of this Agreement, any failure to comply with this paragraph by the Contractor shall permit the Owner or Funding Authority to recover as damages against the Contractor any loss, expense, or cost (including without limitation attorney's fees) incurred by the Owner or Funding Authority resulting from any such failure (including without limitation any impairment or loss of funding, whether in whole or in part, from the Funding Authority or any damages owed to the Funding Authority by the Owner). If the Contractor has no direct contractual privity with the Funding Authority, as a lender or awardee to the Owner for the funding of its project, the Owner and the Contractor agree that the Funding Authority is a third-party beneficiary and neither this paragraph (nor any other provision of this Agreement necessary to give this paragraph force or effect) shall be amended or waived without the prior written consent of the Funding Authority.

"Davis Bacon Act wages rules shall apply. All laborers and mechanics employed by contractors and sub-contractors on projects funded directly by or assisted in whole or in part by the through the Federal Government shall be paid wages at rates not less than those prevailing on projects of a character similar in the locality as determined by the Secretary of Labor in accordance with subchapter IV of Chapter 31 of Title 40, United States Code and the DW-185 Supplemental Conditions (Pink Sheets). The Department of Labor provides all pertinent information related to

compliance with labor standards and including prevailing wage rates and for reporting. For more information, please refer to <http://www.wdol.gov/> and "<http://www.SAM.gov>."

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

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

(FOR CORPORATIONS ONLY)



Southern Infrastructure Group, LLC

Name of Corporation

By

Title

Member

ATTEST:

[Signature]

Title

Assistant

(AFFIX SEAL – if a corporation, or a limited liability company. An LLC may provide an affidavit attesting to no seal and authority of signatory. NOTARIZE if a sole proprietorship.)

(FOR PARTNERSHIPS AND PROPRIETORSHIPS)

Name of Partnership or Proprietorship

By

Title

COUNTY OF COMANCHE }
STATE OF OKLAHOMA }

Before me the undersigned, a Notary Public in and for said state, on this ____ day of _____, 2025, personally appeared _____, a member of the partnership/proprietorship _____ to me known to be the identical person who executed the within and foregoing instrument on behalf of said partnership/proprietorship and acknowledged to me that _____ (he/she) executed the same as _____ (his/her) free and voluntary act and deed, and for the free and voluntary act and deed of said partnership/proprietorship, for the uses and purposes therein set forth.

My Commission Expires _____
Notary Public
CITY OF LAWTON, OKLAHOMA
A Municipal Corporation

Stan Booker, MAYOR

ATTEST:

Donalynn Blazek-Scherler, CITY CLERK

APPROVED as to form and legality this ____ day of _____, 2025.

Jari Askins, INTERIM CITY ATTORNEY

I, Chandra Young, Finance Director of the City of Lawton, Oklahoma, do hereby certify that I have entered the amount for this encumbrance against appropriate Account No. _____ for three million four hundred twenty-five thousand dollars (\$3,425,000.00), and after charging account titled PU2411 Gondola Lake Dam Improvements with this encumbrance there is an unencumbered balance in said account of \$ _____.

Dated this ____ day of _____, 2025.

Chandra Young, FINANCE DIRECTOR

ACKNOWLEDGEMENT BY SURETY

STATE OF ARIZONA
COUNTY OF MARICOPA

On this 6th day of November, 2025 before me, Lori Dawson-Brown, a Notary Public, within and for said County and State, personally appeared Desirae Darko to me personally known to be the Attorney-in-Fact of and for Liberty Mutual Insurance Company, and acknowledged that he/she executed the said instrument as the free act and deed of said Company.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, at my office in the aforesaid County, the day and year in this certificate first above written.

Lori L Dawson-Brown

Notary Public in the State of Arizona
County of Maricopa





Insurance Producer Endorsement

This endorsement changes the policy/bond to include:

Your agent/agency for this policy is:

**INSURICA Southwest Insurance Services, LLC
4686 E. Van Buren #310
Phoenix AZ 85008
602-273-1625**

All other terms and conditions of the policy/bond remain unchanged.



POWER OF ATTORNEY

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No: **8213139 - 969537**

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Blake C. Johnson, Cliff Spickler, Desirae Darko, Halle Finn, Lori L. Dawson - Brown, Nick Duckworth, Wendy Capirci

all of the city of Phoenix state of AZ each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 14th day of February, 2025.



Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By: Nathan J. Zangerle
Nathan J. Zangerle, Assistant Secretary

State of PENNSYLVANIA
County of MONTGOMERY ss

On this 14th day of February, 2025 before me personally appeared Nathan J. Zangerle, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written.



Commonwealth of Pennsylvania - Notary Seal
Teresa Pastella, Notary Public
Montgomery County
My commission expires March 28, 2029
Commission number 1126044
Member, Pennsylvania Association of Notaries

By: Teresa Pastella
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV – OFFICERS: Section 12. Power of Attorney.

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII – Execution of Contracts: Section 5. Surety Bonds and Undertakings.

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes Nathan J. Zangerle, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 6th day of November, 2025.



By: Renee C. Llewellyn
Renee C. Llewellyn, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

For bond and/or Power of Attorney (POA) verification inquiries, please call 610-832-8240 or email HOSUR@libertymutual.com.

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS that

Southern Infrastructure Group, LLC 11816 Inwood Rd, Suite 70292 Dallas, TX 75244, as Principal, and
(full name and address)

Liberty Mutual Insurance Company 175 Berkeley Street, Boston MA 02117, as Surety, a
(full name and address)

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

of Three Million Four Hundred Twenty Five Thousand and 00/100 DOLLARS
(\$ 3,425,000.00) for the payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors, administrators, trustees, successors, and assigns, firmly by these presents.

The condition of this obligation is such that WHEREAS, said Principal entered into a written contract with the CITY OF LAWTON, OKLAHOMA, dated on the 2nd day of December, 2025, for

PU 2411- GONDOLA LAKE DAM IMPROVEMENTS

all in compliance with the plans and specifications therefore, made a part of said Contract and on CIVCAST and on File at the Office of Public Utilities Director, 2100 S.W. 6th Street, Lawton, OK 73501.

NOW, THEREFORE, if said Principal shall

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

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

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

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

Dated this 6th day of November, 2025.

Principal:

Surety:

Southern Infrastructure Group, LLC Liberty Mutual Insurance Company
(Name of Contractor)

By: [Signature] MEMBER
(Name & Title)

By: [Signature]
Attorney-in-Fact (Affix Seal)
Desirae Darko

(FOR CORPORATIONS ONLY)

ATTEST:
[Signature] ASSISTANT



(Name & Title) (Affix Seal— if a corporation, or a limited liability company. As LLC may provide an affidavit attesting to no seal and authority of signatory. NOTARIZE if a sole proprietorship.)

(FOR PARTNERSHIPS AND PROPRIETORSHIPS)

Notarized on this 6th day of November, 2025

Notary: _____

My commission expires: _____

ACKNOWLEDGEMENT BY SURETY

STATE OF ARIZONA
COUNTY OF MARICOPA

On this 6th day of November, 2025 before me, Lori Dawson-Brown, a Notary Public, within and for said County and State, personally appeared Desirae Darko to me personally known to be the Attorney-in-Fact of and for Liberty Mutual Insurance Company, and acknowledged that he/she executed the said instrument as the free act and deed of said Company.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, at my office in the aforesaid County, the day and year in this certificate first above written.

Lori L Dawson-Brown

Notary Public in the State of Arizona
County of Maricopa



STATUTORY BOND

KNOW ALL MEN BY THESE PRESENTS that

Southern Infrastructure Group, LLC 11816 Inwood Rd, Suite 70292 Dallas, TX 75244, as Principal, and
(full name and address)

Liberty Mutual Insurance Company 175 Berkeley Street, Boston MA 02117, as Surety, a
(full name and address)

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

Three Million Four Hundred Twenty Five Thousand and 00/100 DOLLARS
(\$ 3,425,000.00) in lawful money of the United States of America, for the payment of which, well
and truly to be made, we bind ourselves and each of us, our heirs, executors, administrators, trustees,
successors, and assigns, jointly and severally, firmly by these presents.

The condition of this obligation is such that WHEREAS, said Principal entered into a written Contract with
the CITY OF LAWTON, OKLAHOMA, dated on the 2nd day of December, 2025, for

PU 2411- GONDOLA LAKE DAM IMPROVEMENTS

all in compliance with the plans and specifications therefore, made a part of said Contract and on CIVCAST
and on file at the Office of Public Utilities Director, 2100 S.W. 6th Street, Lawton, OK 73501.

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

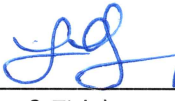
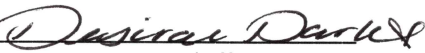
IN WITNESS WHEREOF, said Principal has caused these presents to be executed in its name and its
corporate seal to be hereunto affixed by its duly authorized officers, and the said Surety has caused these
presents to be executed in its name and its corporate seal to be hereunto affixed by its attorney-in-fact,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

Dated this 6th day of November, 2025.

Principal:

Surety:

Southern Infrastructure Group, LLC Liberty Mutual Insurance Company
(Name of Contractor)

By:  MEMBER By: 
(Name & Title) Attorney-in-Fact (Affix Seal)
Desirae Darko

ATTEST:

 ASSISTANT
(Name & Title)



(Affix Seal-if bid is by a corporation, or limited liability company. An LLC may provide an affidavit attesting to no seal and authority of signatory. NOTARIZE-if bid is by a sole proprietorship.)

(FOR PARTNERSHIPS AND PROPRIETORSHIPS)

Notarized on this 6th day of November, 2025

Notary: _____ My commission expires: _____

ACKNOWLEDGEMENT BY SURETY

STATE OF ARIZONA
COUNTY OF MARICOPA

On this 6th day of November, 2025 before me, Lori Dawson-Brown, a Notary Public, within and for said County and State, personally appeared Desirae Darko to me personally known to be the Attorney-in-Fact of and for Liberty Mutual Insurance Company, and acknowledged that he/she executed the said instrument as the free act and deed of said Company.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, at my office in the aforesaid County, the day and year in this certificate first above written.

Lori L Dawson-Brown

Notary Public in the State of Arizona
County of Maricopa





POWER OF ATTORNEY

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No: 8213139 - 969537

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Blake C. Johnson, Cliff Spickler, Desirae Darko, Halle Finn, Lori L. Dawson - Brown, Nick Duckworth, Wendy Capirci

all of the city of Phoenix state of AZ each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 14th day of February, 2025.



Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By: Nathan J. Zangerle
Nathan J. Zangerle, Assistant Secretary

State of PENNSYLVANIA ss
County of MONTGOMERY

On this 14th day of February, 2025 before me personally appeared Nathan J. Zangerle, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written.



Commonwealth of Pennsylvania - Notary Seal
Teresa Pastella, Notary Public
Montgomery County
My commission expires March 28, 2029
Commission number 1126044
Member, Pennsylvania Association of Notaries

By: Teresa Pastella
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV – OFFICERS: Section 12. Power of Attorney.

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII – Execution of Contracts: Section 5. Surety Bonds and Undertakings.

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes Nathan J. Zangerle, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 6th day of November, 2025.



By: Renee C. Llewellyn
Renee C. Llewellyn, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

For bond and/or Power of Attorney (POA) verification inquiries, please call 610-832-8240 or email HOSUR@libertymutual.com.

MAINTENANCE BOND

KNOW ALL MEN BY THESE PRESENTS that

Southern Infrastructure Group, LLC 11816 Inwood Rd, Suite 70292 Dallas, TX 75244, as Principal, and
(full name and address)

Liberty Mutual Insurance Company 175 Berkeley Street, Boston MA 02117, as Surety, a
(full name and address)

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

Three Million Four Hundred Twenty Five Thousand and 00/100 DOLLARS
(\$ 3,425,000.00) in lawful money of the United States of America, said sum being equal to One Hundred Percent (100%) of the Contract price, for two (2) years after completion and acceptance of the project, payment of which, well and truly to be made, we bind ourselves and each of us, our heirs, executors, administrators, trustees, successors, and assigns, jointly and severally, firmly by these presents.

The condition of this obligation is such that WHEREAS, said Principal entered into a written contract with the CITY OF LAWTON, OKLAHOMA, dated on the 2nd day of December, 2025, for

PU 2411- GONDOLA LAKE DAM IMPROVEMENTS

all in compliance with the plans and specifications therefore, made a part of this contract and on CIVCAST and on File at the Office of Public Utilities Director, 2100 S.W. 6th Street, Lawton, OK 73501.

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

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

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

Dated this 6th day of November, 2025.

Principal:

Surety:

Southern Infrastructure Group, LLC Liberty Mutual Insurance Company
(Name of Contractor)

By: [Signature] MEMBER
(Name & Title)

By: [Signature]
Attorney-in-Fact (Affix Seal)
Desirae Darko

ATTEST:

[Signature] ASSISTANT
(Name & Title) (Affix Seal— if a corporation, or a limited liability company, or an LLC may provide an affidavit attesting to no seal and authority of signatory. NOTARIZE if a sole proprietorship.)



(FOR CORPORATIONS ONLY)

(FOR PARTNERSHIPS AND PROPRIETORSHIPS)

Notarized on this 6th day of November, 2025.

Notary: _____ My commission expires: _____

Item Title:

Consider approving a Task Order for providing engineering services related to Project PR2502-School House Slough Parking Lot/Road Pavement Project for the design of improvements at the entrance road to the existing School House Slough site on Lake Lawtonka.

Initiator: Michael Jones, Engineering Director/ ADA Coordinator

Information Source: Michael Jones, Engineering Director/ ADA Coordinator

Background:

WSB will oversee and coordinate all project activities associated with the design of Project PR2502-School House Slough Road Pavement/Parking Lot improvements to the entrance road and associated facilities at the School House Slough site on Lake Lawtonka. The scope of work includes road reconstruction throughout the project area, bank stabilization, pavement design for parking areas within the park, installation of storm sewer at road crossings, and grading improvements to promote proper drainage. Work is anticipated to begin within two (2) weeks of approval of this Task Order and be substantially completed within eight (8) months thereafter.

Correlation to the True North Statement:**Exhibit:**

WSB Task Order

Key Issues:

N/A

Funding Source:

LIDA S2025A Loan. ACCOUNT #1005006-53020.

Recommended Action:

Approve the Task Order for providing engineering services related to the design of improvements at the entrance road to the existing School House Slough site on Lake Lawtonka.

ATTACHMENTS:

1. School House Slough Task Order 10.28.2025

October 28, 2025

Mr. Chris Mayer
Project Manager
City of Lawton
2202 SW 3rd Street
Lawton, OK 73501

Dear Mr. Mayer

WSB is pleased to present the following Task Order for City engineering services related to the design of improvements at the entrance road to the existing School House Slough site on Lake Lawtonka. The scope of work includes road reconstruction throughout the project area, bank stabilization, pavement design for parking areas within the park, installation of storm sewer at road crossings, and grading improvements to promote proper drainage. Work is anticipated to begin within two (2) weeks of receiving the signed Task Order and be substantially completed within eight (8) months thereafter.

TASK 1.0 – PROJECT MANAGEMENT

WSB will oversee and coordinate all project activities associated with the design of improvements to the entrance road and associated facilities at the School House Slough site on Lake Lawtonka. Project management will include task coordination, schedule tracking, budget monitoring, quality assurance/quality control (QA/QC), and communication with City staff.

Subtasks include:

- A. Overall project coordination and communication with City staff
- B. Development and maintenance of project schedule and milestones
- C. QA/QC review of deliverables prior to submittal
- D. Coordination of internal design disciplines and subconsultants
- E. Attendance at progress and review meetings
- F. Preparation of monthly progress reports and invoices

TASK 2.0 – FIELD SERVICES

WSB and its subconsultants will perform topographic, property, and utility surveys and geotechnical investigations to support the design effort.

Subtasks include:

A. Surveying

1. Establishment of control points and benchmarks on the Oklahoma State Plane South Coordinate System; NAD 83 (2011) / NAVD 88 (GEOID 12B)
2. Collection of natural ground features, flowlines, slopes, tree lines, roads, bridges, structures, paving, fences, and other visible improvements
3. Documentation of property lines, easements, and rights-of-way from Comanche County records
4. Utility mapping based on field observations and available atlas information
5. UAV photogrammetry and imagery collection
6. Deliverables: Civil3D DWG and certified survey data sheet in PDF

Exclusions:

- Bathymetric survey
- Individual tree locations and sizes
- Additional surveying beyond defined limits (*available for an additional fee*)

B. Geotechnical Investigation

Subsurface exploration, sampling, and laboratory testing to support pavement and embankment design. Findings will be summarized in a geotechnical report with recommendations for pavement sections and embankment stabilization.

TASK 3.0 – ENVIRONMENTAL SERVICES

WSB will complete environmental evaluations and permitting tasks required for the project in coordination with the U.S. Army Corps of Engineers (USACE) and the Oklahoma Department of Environmental Quality (DEQ).

Subtasks include:

A. USACE 404 Permitting

1. Wetland delineation following the USACE Wetland Delineation Manual and Regional Supplement
2. Identification of the ordinary high-water mark of Lake Lawtonka and delineation of adjacent wetlands
3. Surveying wetland boundaries with sub-meter accuracy GPS
4. Preparation of delineation report and provision of digital mapping files (.dwg, .shp, or .kmz)
5. Coordination with USACE and preparation of a Section 404 Nationwide Permit (NWP) pre-construction notification
6. Review of permit conditions and coordination with City and design team

B. Stormwater Pollution Prevention Plan (SWPPP)

1. Preparation of a SWPPP in accordance with DEQ guidance
2. Application for OKR10 Construction Stormwater Permit, if required

TASK 4.0 – SITE DESIGN

WSB will provide complete civil site design services for roadway and parking improvements at the School House Slough site, including construction plans, CAD models, and cost estimates.

Subtasks by Design Phase:**A. Conceptual Design – \$20,881.00**

1. One conceptual layout drawing
2. One client review meeting
3. Conceptual design plans and preliminary construction estimate
4. Project coordination, QA/QC, and travel
5. 30% plan review meeting with client

B. Design to 60% – \$25,258.00

1. One client review meeting
2. Preparation of 60% civil construction plans and preliminary estimate
3. Project coordination, QA/QC, and travel
4. 60% plan review meeting with client

C. Design to 90% – \$27,699.00

1. One client review meeting
2. Preparation of 90% construction plans and updated estimate
3. Project coordination, QA/QC, and travel
4. 90% plan review meeting with client

D. Final Design – \$19,663.00

1. One client review meeting
2. Final construction plans and detailed cost estimate
3. Project coordination, QA/QC, and travel

Deliverables:

- Construction plans and estimates at each design phase
- 2D and 3D CAD models upon project completion

EXEMPTIONS AND EXCLUSIONS

The following services are not included in this scope of work:

1. Subsurface Utility Engineering (SUE) field services
2. Bidding, inspection, and construction engineering and management services
3. Water resources (hydrology and hydraulics) design services
4. Structural engineering design services

ADDITIONAL SERVICES

Additional services not specifically identified in this Task Order may be added upon written mutual agreement between the City of Lawton and WSB via an amendment.

FEE SUMMARY

Survey ----- \$ 25,600.00

Geotechnical ----- \$ 17,300.00

Total Field Services \$ 42,900.00

Environmental ----- \$ 13,023.00

Civil Design & Plans ----- \$ 93,501.00

Total Site Design \$ 106,524.00**Total Project Management \$ 7,500.00****Project Total \$ 156,924.00****COMPENSATION**

The City of Lawton shall compensate WSB a not-to-exceed amount of \$156,924 for all services provided under this Task Order. Services shall be invoiced monthly based on hourly rates. A work breakdown structure by task can be found on Appendix A.

Sincerely



Chris Serrano

WSB

NOTICE TO PROCEED

The City of Lawton hereby authorizes WSB to proceed with the services described in this Task Order. This Notice to Proceed signifies acceptance of the defined scope, fee, and schedule as outlined herein.

Authorized by the City of Lawton:

Signature

Date

Printed Name

Title

Item Title:

Consider and take action in awarding a contract in the amount of \$1,733,638.00 to TIMCO Blasting & Coatings, INC., for the construction of the Map 44 Water Line Replacement Project PU2502 to replace approximately 4,100 linear feet of existing water line.

Initiator: Willie Whisenhunt, Director

Information Source: Willie Whisenhunt, Director

Background:

On June 27, 2023, City Council approved the Master Service Agreement with Garver, LLC. Amendment No. 7 includes professional services associated with new water line improvements under the Lawton Water and Sewer Rehabilitation Program. Program includes design, bidding assistance, and construction phase services for approximately 21,500 linear feet (LF) of water lines associated with Maps 8 and 44 as shown in Appendix 1.

Map 8 is located east of 67th St to 52nd St, south of Roger's Lane to Cache Rd.

Map 44 is located east of NE 15th St to NE Flower Mound Rd, south of Gore Blvd to Lee Blvd. City Council approved Amendment No. 7 for the designs of Map 44 and Map 8 on October 8, 2024.

City Council approved plans, specifications, and authorized advertisement for construction on September 9, 2025.

The Map 44 Water Line Replacement Project PU2502 advertised September 10th and 17th, 2025. A non-mandatory prebid conference was held October 3, 2025, at 9:00am in the Public Utilities Conference Room. Bids were received at the City Clerk's Office and publicly opened at 2 pm on November 4, 2025. A total of five (5) bids were received, with one deemed non-responsive.



BID OPENING
DATE: Tuesday, November 4, 2025
PROJECT: Map 44 Waterlines - **PU2502**

BID TAB					
	Engineer's Estimate	Timco Blasting & Coatings, INC	Scott Wampler Construction & Services, LLC	Mach Energy Services, LLC	Southwest Water Works, LLC
Total Base Bid	\$2,029,937.76	\$1,733,638.00	\$1,925,700.00	\$1,979,935.00	\$2,099,595.00

Nonresponsive Bids:
Charlie's Backhoe Demolition & Septic, LLC

After reviewing the Bid Documents, Garver recommends awarding a contract in the amount of \$1,733,638.00 to TIMCO Blasting & Coatings, INC., the lowest responsible and responsive bid for the construction of the Map 44 Water Line Replacement Project PU2502.

Correlation to the True North Statement:

This project benefits the citizen by preventing outage and providing clean drinking water with efficiency in accordance with the True North Statement.

Exhibit:

Recommendation of Award, Bid Tabulation and Construction Contract

Key Issues:

Does City Council wish to award a contract in the amount of a contract in the amount of \$1,733,638.00 to TIMCO Blasting & Coatings, INC., for the construction of the Map 44 Water Line Replacement Project PU2502 to replace approximately 4,100 linear feet of existing water line?

Funding Source:

DWSRF \$29mil Loan: \$3,013,465.80 (amount in contingency) - \$1,733,638.00 (cost of this project) = \$1,279,827.80 (amount left in contingency)

Recommended Action:

Award a contract in the amount of a contract in the amount of \$1,733,638.00 to TIMCO Blasting & Coatings, INC., for the construction of the Map 44 Water Line Replacement Project PU2502 to replace approximately 4,100 linear feet of existing water line.

ATTACHMENTS:

1. Bid Tab - PU2502 - Map 44
2. Map 44 Contract
3. Recommendation of Award Map 44



BID OPENING

DATE:

Tuesday, November 4, 2025

PROJECT:

Map 44 Waterlines - **PU2502**

BID TAB					
	Engineer's Estimate	Timco Blasting & Coatings, INC	Scott Wampler Construction & Services, LLC	Mach Energy Services, LLC	Southwest Water Works, LLC
Total Base Bid	\$2,029,937.76	\$1,733,638.00	\$1,925,700.00	\$1,979,935.00	\$2,099,595.00

Nonresponsive Bids:
Charlie's Backhoe Demolition & Septic, LLC



BID OPENING DATE: Tuesday, November 4, 2025

PROJECT: Map 44 Waterlines - PU2502

Engineer's Estimate						Itemized Bid Tabulations						Scott Wampler Construction & Services, LLC					
Timco Blasting & Coatings, INC																	
Item #	Est. QTY	Unit	Description	Unit Price	Item Total	Item #	Est. QTY	Unit	Description	Unit Price	Item Total	Item #	Est. QTY	Unit	Description	Unit Price	Item Total
1	1	LS	MOBILIZATION	\$93,978.60	\$93,978.60	1	1	LS	MOBILIZATION	\$70,000.00	\$70,000.00	1	1	LS	MOBILIZATION	\$90,000.00	\$90,000.00
2	1	LS	DE-MOBILIZATION	\$56,387.16	\$56,387.16	2	1	LS	DE-MOBILIZATION	\$35,000.00	\$35,000.00	2	1	LS	DE-MOBILIZATION	\$10,000.00	\$10,000.00
3	3972	LF	12" C900 PVC DR18	\$240.00	\$953,280.00	3	3972	LF	12" C900 PVC DR18	\$162.00	\$643,464.00	3	3972	LF	12" C900 PVC DR18	\$208.00	\$826,176.00
4	471	LF	12" DIRECTIONAL BORE W/O CASING	\$350.00	\$164,850.00	4	471	LF	12" DIRECTIONAL BORE W/O CASING	\$215.00	\$101,265.00	4	471	LF	12" DIRECTIONAL BORE W/O CASING	\$425.00	\$200,175.00
5	38	LF	12" DIP CLASS 50 WITH PETROLEUM RATED GASKETS	\$400.00	\$15,200.00	5	38	LF	12" DIP CLASS 50 WITH PETROLEUM RATED GASKETS	\$195.00	\$7,410.00	5	38	LF	12" DIP CLASS 50 WITH PETROLEUM RATED GASKETS	\$250.00	\$9,500.00
6	2421	LBS	DUCTILE IRON FITTINGS (AWWA C153)	\$22.00	\$53,262.00	6	2421	LBS	DUCTILE IRON FITTINGS (AWWA C153)	\$22.00	\$53,262.00	6	2421	LBS	DUCTILE IRON FITTINGS (AWWA C153)	\$22.00	\$53,262.00
7	10	EA	8" GATE VALVE AWWA 509	\$4,000.00	\$40,000.00	7	10	EA	8" GATE VALVE AWWA 509	\$4,050.00	\$40,500.00	7	10	EA	8" GATE VALVE AWWA 509	\$4,975.00	\$49,750.00
8	16	EA	12" GATE VALVE AWWA 509	\$6,000.00	\$96,000.00	8	16	EA	12" GATE VALVE AWWA 509	\$6,110.00	\$97,760.00	8	16	EA	12" GATE VALVE AWWA 509	\$8,250.00	\$132,000.00
9	1	EA	2" AUTOMATIC FLUSHING DEVICE	\$5,000.00	\$5,000.00	9	1	EA	2" AUTOMATIC FLUSHING DEVICE	\$6,500.00	\$6,500.00	9	1	EA	2" AUTOMATIC FLUSHING DEVICE	\$10,500.00	\$10,500.00
10	10	EA	FIRE HYDRANT ASSEMBLY COMPLETE	\$9,500.00	\$95,000.00	10	10	EA	FIRE HYDRANT ASSEMBLY COMPLETE	\$10,635.00	\$106,350.00	10	10	EA	FIRE HYDRANT ASSEMBLY COMPLETE	\$9,150.00	\$91,500.00
11	7	EA	POT HOLE CITY AND PRIVATE SERVICE	\$600.00	\$4,200.00	11	7	EA	POT HOLE CITY AND PRIVATE SERVICE	\$400.00	\$2,800.00	11	7	EA	POT HOLE CITY AND PRIVATE SERVICE	\$600.00	\$4,200.00
12	4	EA	2" SERVICE INSTALLATION LONG	\$2,700.00	\$10,800.00	12	4	EA	2" SERVICE INSTALLATION LONG	\$6,400.00	\$25,600.00	12	4	EA	2" SERVICE INSTALLATION LONG	\$7,500.00	\$30,000.00
13	2	EA	1.5" SERVICE INSTALLATION LONG	\$2,100.00	\$4,200.00	13	2	EA	1.5" SERVICE INSTALLATION LONG	\$5,781.00	\$11,562.00	13	2	EA	1.5" SERVICE INSTALLATION LONG	\$3,950.00	\$7,900.00
14	1	EA	1" SERVICE INSTALLATION LONG	\$1,800.00	\$1,800.00	14	1	EA	1" SERVICE INSTALLATION LONG	\$3,465.00	\$3,465.00	14	1	EA	1" SERVICE INSTALLATION LONG	\$2,800.00	\$2,800.00
15	92	SY	SIDEWALK INSTALLATION/REPLACEMENT	\$170.00	\$15,640.00	15	92	SY	SIDEWALK INSTALLATION/REPLACEMENT	\$200.00	\$18,400.00	15	92	SY	SIDEWALK INSTALLATION/REPLACEMENT	\$135.00	\$12,420.00
16	126	SY	STREET REPAIR (CONCRETE)	\$190.00	\$23,940.00	16	126	SY	STREET REPAIR (CONCRETE)	\$200.00	\$25,200.00	16	126	SY	STREET REPAIR (CONCRETE)	\$162.00	\$20,412.00
17	40	SY	STREET REPAIR (ASPHALT)	\$190.00	\$7,600.00	17	40	SY	STREET REPAIR (ASPHALT)	\$200.00	\$8,000.00	17	40	SY	STREET REPAIR (ASPHALT)	\$108.00	\$4,320.00
18	89	SY	TEMPORARY ASPHALT PAVING	\$60.00	\$5,340.00	18	89	SY	TEMPORARY ASPHALT PAVING	\$200.00	\$17,800.00	18	89	SY	TEMPORARY ASPHALT PAVING	\$90.00	\$8,010.00
19	30	LF	REMOVE AND REPLACE CONCRETE CURB AND GUTTER	\$70.00	\$2,100.00	19	30	LF	REMOVE AND REPLACE CONCRETE CURB AND GUTTER	\$100.00	\$3,000.00	19	30	LF	REMOVE AND REPLACE CONCRETE CURB AND GUTTER	\$60.00	\$1,800.00
20	100	CY	UNCLASSIFIED EXCAVATION	\$75.00	\$7,500.00	20	100	CY	UNCLASSIFIED EXCAVATION	\$75.00	\$7,500.00	20	100	CY	UNCLASSIFIED EXCAVATION	\$15.00	\$1,500.00
21	5895	SY	GRASSING (SOLID SLAB SOD)	\$20.00	\$117,900.00	21	5895	SY	GRASSING (SOLID SLAB SOD)	\$20.00	\$117,900.00	21	5895	SY	GRASSING (SOLID SLAB SOD)	\$8.00	\$47,160.00
22	10	LF	REMOVE AND REPLACE CONCRETE CURB AND GUTTER	\$70.00	\$700.00	22	10	LF	REMOVE AND REPLACE CONCRETE CURB AND GUTTER	\$70.00	\$700.00	22	10	LF	REMOVE AND REPLACE CONCRETE CURB AND GUTTER	\$40.00	\$400.00
23	3	EA	6" GATE VALVE ALLOWANCE	\$3,600.00	\$10,800.00	23	3	EA	6" GATE VALVE ALLOWANCE	\$3,550.00	\$10,650.00	23	3	EA	6" GATE VALVE ALLOWANCE	\$1,800.00	\$5,400.00
24	60	LF	6" C900 PVC DR18 ALLOWANCE	\$80.00	\$4,800.00	24	60	LF	6" C900 PVC DR18 ALLOWANCE	\$66.00	\$3,960.00	24	60	LF	6" C900 PVC DR18 ALLOWANCE	\$80.00	\$4,800.00
25	60	LF	8" C900 PVC DR18 ALLOWANCE	\$90.00	\$5,400.00	25	60	LF	8" C900 PVC DR18 ALLOWANCE	\$83.00	\$4,980.00	25	60	LF	8" C900 PVC DR18 ALLOWANCE	\$120.00	\$7,200.00
26	3	EA	RESTRAINING GLANDS 6" ALLOWANCE	\$150.00	\$450.00	26	3	EA	RESTRAINING GLANDS 6" ALLOWANCE	\$195.00	\$585.00	26	3	EA	RESTRAINING GLANDS 6" ALLOWANCE	\$125.00	\$375.00
27	3	EA	RESTRAINING GLANDS 8" ALLOWANCE	\$170.00	\$510.00	27	3	EA	RESTRAINING GLANDS 8" ALLOWANCE	\$230.00	\$690.00	27	3	EA	RESTRAINING GLANDS 8" ALLOWANCE	\$150.00	\$450.00
28	10	EA	RESTRAINING GLANDS 12" ALLOWANCE	\$210.00	\$2,100.00	28	10	EA	RESTRAINING GLANDS 12" ALLOWANCE	\$415.00	\$4,150.00	28	10	EA	RESTRAINING GLANDS 12" ALLOWANCE	\$250.00	\$2,500.00
29	2	EA	RESTRAINING GLANDS 24" ALLOWANCE	\$250.00	\$500.00	29	2	EA	RESTRAINING GLANDS 24" ALLOWANCE	\$1,000.00	\$2,000.00	29	2	EA	RESTRAINING GLANDS 24" ALLOWANCE	\$950.00	\$1,900.00
30	150	CY	AGGREGATE BACKFILL ALLOWANCE	\$70.00	\$10,500.00	30	150	CY	AGGREGATE BACKFILL ALLOWANCE	\$125.00	\$18,750.00	30	150	CY	AGGREGATE BACKFILL ALLOWANCE	\$45.00	\$6,750.00
31	1	EA	3" SERVICE INSTALLATION SHORT ALLOWANCE	\$3,500.00	\$3,500.00	31	1	EA	3" SERVICE INSTALLATION SHORT ALLOWANCE	\$17,435.00	\$17,435.00	31	1	EA	3" SERVICE INSTALLATION SHORT ALLOWANCE	\$18,000.00	\$18,000.00
32	1	EA	3" SERVICE INSTALLATION LONG ALLOWANCE	\$3,800.00	\$3,800.00	32	1	EA	3" SERVICE INSTALLATION LONG ALLOWANCE	\$18,000.00	\$18,000.00	32	1	EA	3" SERVICE INSTALLATION LONG ALLOWANCE	\$20,000.00	\$20,000.00
33	1	EA	4" SERVICE INSTALLATION SHORT ALLOWANCE	\$3,700.00	\$3,700.00	33	1	EA	4" SERVICE INSTALLATION SHORT ALLOWANCE	\$23,905.00	\$23,905.00	33	1	EA	4" SERVICE INSTALLATION SHORT ALLOWANCE	\$18,000.00	\$18,000.00
34	1	EA	4" SERVICE INSTALLATION LONG ALLOWANCE	\$4,000.00	\$4,000.00	34	1	EA	4" SERVICE INSTALLATION LONG ALLOWANCE	\$21,555.00	\$21,555.00	34	1	EA	4" SERVICE INSTALLATION LONG ALLOWANCE	\$20,000.00	\$20,000.00
35	20	LF	1" C901 HDPE ALLOWANCE	\$35.00	\$700.00	35	20	LF	1" C901 HDPE ALLOWANCE	\$22.00	\$440.00	35	20	LF	1" C901 HDPE ALLOWANCE	\$10.00	\$200.00
36	20	LF	1.5" C901 HDPE ALLOWANCE	\$40.00	\$800.00	36	20	LF	1.5" C901 HDPE ALLOWANCE	\$24.00	\$480.00	36	20	LF	1.5" C901 HDPE ALLOWANCE	\$12.00	\$240.00
37	20	LF	2" C901 HDPE ALLOWANCE	\$45.00	\$900.00	37	20	LF	2" C901 HDPE ALLOWANCE	\$27.00	\$540.00	37	20	LF	2" C901 HDPE ALLOWANCE	\$30.00	\$600.00
38	20	LF	3" C901 HDPE ALLOWANCE	\$50.00	\$1,000.00	38	20	LF	3" C901 HDPE ALLOWANCE	\$29.00	\$580.00	38	20	LF	3" C901 HDPE ALLOWANCE	\$125.00	\$2,500.00
39	20	LF	4" C901 HDPE ALLOWANCE	\$90.00	\$1,800.00	39	20	LF	4" C901 HDPE ALLOWANCE	\$75.00	\$1,500.00	39	20	LF	4" C901 HDPE ALLOWANCE	\$150.00	\$3,000.00
40	1	LS	WORK CHANGE DIRECTIVE ALLOWANCE	\$200,000.00	\$200,000.00	40	1	LS	WORK CHANGE DIRECTIVE ALLOWANCE	\$200,000.00	\$200,000.00	40	1	LS	WORK CHANGE DIRECTIVE ALLOWANCE	\$200,000.00	\$200,000.00
Bid total				\$ 2,029,937.76						\$ 1,733,638.00		Bid total				\$ 1,925,700.00	

Mach Energy Services, LLC						Southwest Water Works, LLC					
Item #	Est. QTY	Unit	Description	Unit Price	Item Total	Item #	Est. QTY	Unit	Description	Unit Price	Item Total
1	1	LS	MOBILIZATION	\$77,000.00	\$77,000.00	1	1	LS	MOBILIZATION	\$100,000.00	\$100,000.00
2	1	LS	DE-MOBILIZATION	\$75,000.00	\$75,000.00	2	1	LS	DE-MOBILIZATION	\$50,000.00	\$50,000.00
3	3972	LF	12" C900 PVC DR18	\$175.00	\$695,100.00	3	3972	LF	12" C900 PVC DR18	\$285.00	\$1,132,020.00
4	471	LF	12" DIRECTIONAL BORE W/O CASING	\$350.00	\$164,850.00	4	471	LF	12" DIRECTIONAL BORE W/O CASING	\$175.00	\$82,425.00
5	38	LF	12" DIP CLASS 50 WITH PETROLEUM RATED GASKETS	\$210.00	\$7,980.00	5	38	LF	12" DIP CLASS 50 WITH PETROLEUM RATED GASKETS	\$135.00	\$5,130.00
6	2421	LBS	DUCTILE IRON FITTINGS (AWWA C153)	\$15.00	\$36,315.00	6	2421	LBS	DUCTILE IRON FITTINGS (AWWA C153)	\$15.00	\$36,315.00
7	10	EA	8" GATE VALVE AWWA 509	\$5,000.00	\$50,000.00	7	10	EA	8" GATE VALVE AWWA 509	\$3,250.00	\$32,500.00
8	16	EA	12" GATE VALVE AWWA 509	\$8,000.00	\$128,000.00	8	16	EA	12" GATE VALVE AWWA 509	\$7,500.00	\$120,000.00
9	1	EA	2" AUTOMATIC FLUSHING DEVICE	\$5,000.00	\$5,000.00	9	1	EA	2" AUTOMATIC FLUSHING DEVICE	\$15,000.00	\$15,000.00
10	10	EA	FIRE HYDRANT ASSEMBLY COMPLETE	\$7,500.00	\$75,000.00	10	10	EA	FIRE HYDRANT ASSEMBLY COMPLETE	\$12,000.00	\$120,000.00
11	7	EA	POTHOLE CITY AND PRIVATE SERVICE	\$3,800.00	\$26,600.00	11	7	EA	POTHOLE CITY AND PRIVATE SERVICE	\$250.00	\$1,750.00
12	4	EA	2" SERVICE INSTALLATION LONG	\$3,200.00	\$12,800.00	12	4	EA	2" SERVICE INSTALLATION LONG	\$5,000.00	\$20,000.00
13	2	EA	1.5" SERVICE INSTALLATION LONG	\$3,000.00	\$6,000.00	13	2	EA	1.5" SERVICE INSTALLATION LONG	\$4,500.00	\$9,000.00
14	1	EA	1" SERVICE INSTALLATION LONG	\$2,500.00	\$2,500.00	14	1	EA	1" SERVICE INSTALLATION LONG	\$3,500.00	\$3,500.00
15	92	SY	SIDEWALK INSTALLATION/REPLACEMENT	\$300.00	\$27,600.00	15	92	SY	SIDEWALK INSTALLATION/REPLACEMENT	\$185.00	\$17,020.00
16	126	SY	STREET REPAIR (CONCRETE)	\$320.00	\$40,320.00	16	126	SY	STREET REPAIR (CONCRETE)	\$425.00	\$53,550.00
17	40	SY	STREET REPAIR (ASPHALT)	\$325.00	\$13,000.00	17	40	SY	STREET REPAIR (ASPHALT)	\$450.00	\$18,000.00
18	89	SY	TEMPORARY ASPHALT PAVING	\$295.00	\$26,255.00	18	89	SY	TEMPORARY ASPHALT PAVING	\$125.00	\$11,125.00
19	30	LF	REMOVE AND REPLACE CONCRETE CURB AND GUTTER	\$225.00	\$6,750.00	19	30	LF	REMOVE AND REPLACE CONCRETE CURB AND GUTTER	\$125.00	\$3,750.00
20	100	CY	UNCLASSIFIED EXCAVATION	\$300.00	\$30,000.00	20	100	CY	UNCLASSIFIED EXCAVATION	\$5.00	\$500.00
21	5895	SY	GRASSING (SOLID SLAB SOD)	\$17.00	\$100,215.00	21	5895	SY	GRASSING (SOLID SLAB SOD)	\$3.00	\$17,685.00
22	10	LF	REMOVE AND REPLACE CONCRETE CURB AND GUTTER	\$185.00	\$1,850.00	22	10	LF	REMOVE AND REPLACE CONCRETE CURB AND GUTTER	\$75.00	\$750.00
23	3	EA	6" GATE VALVE ALLOWANCE	\$4,500.00	\$13,500.00	23	3	EA	6" GATE VALVE ALLOWANCE	\$1,250.00	\$3,750.00
24	60	LF	6" C900 PVC DR18 ALLOWANCE	\$150.00	\$9,000.00	24	60	LF	6" C900 PVC DR18 ALLOWANCE	\$100.00	\$6,000.00
25	60	LF	8" C900 PVC DR18 ALLOWANCE	\$200.00	\$12,000.00	25	60	LF	8" C900 PVC DR18 ALLOWANCE	\$110.00	\$6,600.00
26	3	EA	RESTRAINING GLANDS 6" ALLOWANCE	\$1,500.00	\$4,500.00	26	3	EA	RESTRAINING GLANDS 6" ALLOWANCE	\$75.00	\$225.00
27	3	EA	RESTRAINING GLANDS 8" ALLOWANCE	\$1,500.00	\$4,500.00	27	3	EA	RESTRAINING GLANDS 8" ALLOWANCE	\$100.00	\$300.00
28	10	EA	RESTRAINING GLANDS 12" ALLOWANCE	\$2,000.00	\$20,000.00	28	10	EA	RESTRAINING GLANDS 12" ALLOWANCE	\$175.00	\$1,750.00
29	2	EA	RESTRAINING GLANDS 24" ALLOWANCE	\$2,500.00	\$5,000.00	29	2	EA	RESTRAINING GLANDS 24" ALLOWANCE	\$550.00	\$1,100.00
30	150	CY	AGGREGATE BACKFILL ALLOWANCE	\$350.00	\$52,500.00	30	150	CY	AGGREGATE BACKFILL ALLOWANCE	\$15.00	\$2,250.00
31	1	EA	3" SERVICE INSTALLATION SHORT ALLOWANCE	\$4,000.00	\$4,000.00	31	1	EA	3" SERVICE INSTALLATION SHORT ALLOWANCE	\$5,500.00	\$5,500.00
32	1	EA	3" SERVICE INSTALLATION LONG ALLOWANCE	\$4,800.00	\$4,800.00	32	1	EA	3" SERVICE INSTALLATION LONG ALLOWANCE	\$6,000.00	\$6,000.00
33	1	EA	4" SERVICE INSTALLATION SHORT ALLOWANCE	\$5,000.00	\$5,000.00	33	1	EA	4" SERVICE INSTALLATION SHORT ALLOWANCE	\$6,500.00	\$6,500.00
34	1	EA	4" SERVICE INSTALLATION LONG ALLOWANCE	\$5,800.00	\$5,800.00	34	1	EA	4" SERVICE INSTALLATION LONG ALLOWANCE	\$7,000.00	\$7,000.00
35	20	LF	1" C901 HDPE ALLOWANCE	\$350.00	\$7,000.00	35	20	LF	1" C901 HDPE ALLOWANCE	\$10.00	\$200.00
36	20	LF	1.5" C901 HDPE ALLOWANCE	\$300.00	\$6,000.00	36	20	LF	1.5" C901 HDPE ALLOWANCE	\$15.00	\$300.00
37	20	LF	2" C901 HDPE ALLOWANCE	\$350.00	\$7,000.00	37	20	LF	2" C901 HDPE ALLOWANCE	\$20.00	\$400.00
38	20	LF	3" C901 HDPE ALLOWANCE	\$350.00	\$7,000.00	38	20	LF	3" C901 HDPE ALLOWANCE	\$35.00	\$700.00
39	20	LF	4" C901 HDPE ALLOWANCE	\$210.00	\$4,200.00	39	20	LF	4" C901 HDPE ALLOWANCE	\$50.00	\$1,000.00
40	1	LS	WORK CHANGE DIRECTIVE ALLOWANCE	\$200,000.00	\$200,000.00	40	1	LS	WORK CHANGE DIRECTIVE ALLOWANCE	\$200,000.00	\$200,000.00
Bid total					\$ 1,979,935.00						\$ 2,099,595.00

CONTRACT

THIS CONTRACT made and entered into this 2nd day of December, 2025, by and between CITY OF LAWTON, Oklahoma, a Municipal Corporation, acting by and through the Mayor and City Council, party of the first part, hereinafter referred to as "CITY", and TIMCO Blasting and Coatings, INC, party of the second part, hereinafter referred to as "CONTRACTOR".

WITNESSETH:

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

Map 44 Water Line Replacement Project
City of Lawton Project # PU2502
Funding Project # P40-1011303-09

and

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

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

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

One million seven hundred thirty-three thousand six hundred thirty-eight Dollars (\$1,733,638.00).

Said proposal of TIMCO Blasting and Coatings, INC., is incorporated by reference into this contract. The actual amount to be paid to the Contractor will be based on the unit price in the Contractor's proposal times the unit quantities actually used and accepted for this project.

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

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

2 Each bidder must fully comply with the requirements, terms and conditions of the Oklahoma Department of Environmental Quality (DEQ), Small, Minority, Women's Businesses Requirements including affirmative steps to contract with small, minority and women's businesses during the performance of this contract. The bidder commits itself to the affirmative steps to contract with small, minority and women's businesses contained herein and all other requirements, terms and conditions of these bid conditions by submitting a properly signed bid. Requirements are contained in Oklahoma Department of Environmental Quality Guidance and Procedures, DW-700.

Equal Opportunity in Employment: All qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin, age or handicap. Bidders on this work will be required to comply with the President's Executive Order No. 11246, as amended. The requirements for bidders and contractors under this order are explained in the specifications.

Davis Bacon Act wage rules shall apply. All laborers and mechanics employed by contractors and sub contractors on projects funded directly by or assisted in whole or in part by and through the Federal Government shall be paid wages at rates not less than those prevailing on projects of a character similar in the locality as determined by the Secretary of Labor in accordance with subchapter IV of Chapter 31 of Title 40, United States Code. The Department of Labor provides all pertinent information related to compliance with labor standards, including prevailing wage rates and instructions for reporting. For more information please refer to <http://www.beta.SAM.gov>.

American Iron and Steel provisions also apply to projects funded directly by or assisted in whole or in part by and through the Federal Government pursuant to the "Consolidated Appropriations Act, 2014". Sec. 436(a)(1) of the act states that "None of the funds made available by a State Water Pollution Control Revolving Fund as authorized by title VI of the Federal Water Pollution Control Act (33 U.S.C 1381 et seq.) or made available by a Drinking Water Treatment Revolving Loan Fund as authorized by Section 1452 of the Safe Drinking Water Act (42 U.S.C. 300j-12) shall be used for a project for the construction, alteration, maintenance, or repair of a public water system or treatment works unless all of the iron and steel products used in the project are produced in the United States.

This project is subject to Build America, Buy America (BABA) Act requirements. The BABA Act requires none of the funds made available for a Federal financial assistance program for infrastructure, including each deficient program, may be obligated for a project unless all of the iron, steel, manufactured products, and construction materials used in the project are produced in the United States. The BABA Act requirement does not supersede the AIS requirement, and both provisions still apply and work in conjunction. By submitting a bid/proposal under this solicitation, the Bidder certifies that all iron, steel, manufactured products, and construction materials for the project will meet the BABA requirements in the United States in accordance with the "Infrastructure Investment and Jobs Act, H.R. 3684.

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

Such payment will be made on the basis of an agreed estimate of work performed since the

previous pay request, provided that the Contractor and the Project Manager shall have previously come to an agreement as to the amount of the request prior to submission.

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

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

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

The Contractor hereby agrees to commence work under the Contract on a date specified in a written "Notice to Proceed" of the Owner, and to complete the following project milestones within the calendar days indicated in the following table.

Project Milestones

Milestone #	Description	Calendar Days
1	All Work will be substantially complete within 225 calendar days after the date when the Contract Times commence to run in accordance with the General and Supplementary Conditions.	Two hundred twenty-five (225)
2	All Work will be completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions within 255 calendar days after the Contract Times commence to run.	Two hundred fifty-five (255)

The Contractor agrees to complete each milestone to a level of substantial completion, as defined by the General Conditions, within **the calendar days indicated in the above table**. The CONTRACTOR further agrees to pay as liquidated damages, for each milestone, the sum of **One Thousand Dollars and 00/100 (\$1,000.00) for each consecutive calendar day** thereafter as hereinafter provided in the General Conditions. Additionally, the CONTRACTOR agrees to fully complete the project, securing the ENGINEER's recommendation of final payment as described by the General Conditions, within **the calendar days indicated in the above table**. The CONTRACTOR further agrees to pay as additional liquidated damages the sum of **Five Hundred Dollars and 00/100 (\$500.00) for each consecutive calendar day** thereafter. The liquidated damages for exceeding each project milestone and final completion milestone shall be additive.

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

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

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

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

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

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

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

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

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

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

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

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

(FOR CORPORATIONS ONLY)

Name of Corporation

By _____

Title _____

ATTEST:

Title _____
(AFFIX SEAL)

(FOR PARTNERSHIPS AND PROPRIETORSHIPS)

Name of Partnership or Proprietorship

By _____

Title _____

(AFFIX SEAL-if bid is by a corporation, or limited liability company. An LLC may provide an affidavit attesting to no seal and authority of signatory. NOTARIZE- if bid is by a sole proprietorship.)

COUNTY OF COMANCHE }
STATE OF OKLAHOMA }

Before me the undersigned, a Notary Public in and for said state, on this _____ day of _____, 2025, personally appeared _____, a member of the partnership/proprietorship _____ to me known to be the identical person who executed the within and foregoing instrument on behalf of said partnership/proprietorship and acknowledged to me that _____ (he/she) executed the same as _____ (his/her) free and voluntary act and deed, and for the free and voluntary act and deed of said partnership/proprietorship, for the uses and purposes therein set forth.

Notary Public
My Commission Expires _____

CITY OF LAWTON, OKLAHOMA
A Municipal Corporation

Stan Booker, MAYOR

ATTEST:

Donalynn Blazek-Scherler, CITY CLERK

APPROVED as to form and legality this _____ day of _____, 2025.

Jari Askins, CITY ATTORNEY

I, Chandra Young, Finance Director of the City of Lawton, Oklahoma, do hereby certify that I have entered the amount for this encumbrance against appropriate Account No. _____ for One million seven hundred thirty-three thousand six hundred thirty-eight Dollars (\$1,733,638.00), and after charging account title **Map 44 Water Line Replacement Project - City of Lawton Project # PU2502** with this encumbrance there is an unencumbered balance in said account of \$ _____.

Dated this _____ day of _____, 2025.

Chandra Young, FINANCE DIRECTOR



750 SW 24th St.
Suite 200
Moore, OK 73160

TEL 405.329.2555
FAX 405.329.3555

www.GarverUSA.com

November 14, 2025

Mr. Rusty Whisenhunt
Director of Public Utilities
City of Lawton
2100 SW 6th Street
Lawton, OK 73501

Re: PU2502 – Map 44 Water Line Replacement Project
Recommendation of Award

Mr. Whisenhunt:

Bids were received for the PU2502 – Map 44 Water Line Replacement Project at the Office of the City Clerk at City Hall, 212 SW 9th Street Lawton, OK 73501, on Tuesday, November 4, 2025. The bids have been checked for accuracy and for compliance with the contract documents.

A total of five (5) bids were received on the project. Timco Blasting & Coatings, Inc. submitted the responsive and responsible lowest bid for the project in the amount of \$1,733,638.00. The Engineer's Opinion of Probable Cost was \$2,029,937.76.

One lower bid was received but was rejected due to a significant issue with the bid proposal. The bid from Charlie's Backhoe was rejected because the bid proposal was not notarized.

A check of the bidding documents indicated no significant issues with the documentation received. A review of their current and past projects shows that Timco Blasting & Coatings, Inc. has adequate experience in water line projects including experience with the City of Lawton.

The Base Bid results in a final contract price of **one million, seven hundred thirty-three thousand, six hundred thirty-eight dollars (\$1,733,638.00)**. Garver believes that the bid submitted by Timco Blasting & Coatings, Inc. is responsive, responsible, and represents a good value for the City of Lawton. Contingent upon the signing of the contract and the submission of executed bonds, we recommend awarding the construction contract for the Map 44 Water Line Replacement Project to Timco Blasting & Coatings, Inc.

Sincerely,

GARVER, LLC

S. Shane Smith, PE
Vice President
Water Program Management Practice Area Leader

Item Title:

Consider approving Amendment No. 3 to the professional design services agreement with H.W. Lochner, Inc. on Project EN2106 –Bridge Rehab.

Initiator: Michael Jones, Engineering Director/ ADA Coordinator

Information Source: Michael Jones, Engineering Director/ ADA Coordinator

Background:

On August 23, 2022 Council approved a professional services agreement with H.W. Lochner for Project EN2106- Design of replacing the two bridges at 11th Street on Wolf Creek (M94-2 & M94-3), rehabilitation of two bridges at Cache Rd (M09-1 & M09-2), and replacing NE 29th St Bridge over Wrattan Creek (M14-4) in the amount of \$618,503.00.

On April 11, 2023 Council approved Amendment No. 1 for additional survey and bridge hydraulic study for Project EN2205 -NE 29th St bridge replacement in the amount of \$14,931.12 which brought the total contract amount to \$633,434.12.

On January 14, 2025 Council approved Amendment No. 2 for additional construction phase fees and bridge painting inspection services on Project EN2112 – Cache Rd Bridge Rehabilitations (M09-1 & M09-2) Eastbound & Westbound over Wolf Creek, in the amount of \$123,200.00 thus bringing the total contract fee to \$756,634.12.

Amendment No. 3 includes additional services for waterline relocation design services for the SW 11th Street Bridge Replacement (M94-2 & M94-3) over Wolf Creek & Overflow, in the amount of \$8,300.00 thus bringing the total contract fee to \$764,934.12.

Correlation to the True North Statement:**Exhibit:****Key Issues:**

N/A

Funding Source:

Professional Services Account : 1006001-52025

Recommended Action:**ATTACHMENTS:**

1. EN2106 Contract Amendment No 3

**AMENDMENT NO. 3 TO THE AGREEMENT BETWEEN CITY OF LAWTON
AND ENGINEER FOR PROFESSIONAL SERVICES – PROJECT NO. EN2106**

**PROVIDE ADDITIONAL DESIGN SERVICES FOR WATERLINE
RELOCATION**

This Amendment No. 3 is an agreement made as of the ____ day of _____ in the year two-thousand and twenty-five by and between the City of Lawton, Oklahoma, a Municipal Corporation, hereinafter referred to as “Owner” and H.W. Lochner, Inc, hereinafter referred to as “Engineer” amending the original agreement for the professional services dated August 11, 2022, for the

Project No. EN2106 Design for
SW 11th Street Bridge Replacements (M94-2 & M94-3) over Wolf Creek & Overflow
And
Cache Road Bridge Rehabilitations (M09-2 & M09-1), Eastbound & Westbound over
Wolf Creek
And
NE29th Street Bridge Replacement (M14-4) over Tributary to Wrattan Creek
between the said parties.

The OWNER now intends to include the services for waterline relocation design services for the SW 11th Street Bridge Replacements (M94-2 & M94-3) over Wolf Creek & Overflow.

Now, therefore, that in consideration of the covenants, agreements, and representations hereinafter set forth, it is mutually agreed by the parties hereto that the agreement entered into by the parties on August 11, 2022, Exhibit “G” of Agreement is amended as follows:

The format for compensation shall be:

Watermain at Bridge A - Design ServicesLump Sum

The proposed fee schedule for these services is as follows:

Watermain at Bridge A - Design Services\$8,300.00

Amendment No. 3 Sub-Total Fee\$8,300.00

Original Contract Total Fee\$618,503.00

Amendment No. 1\$ 14,931.12

Amendment No. 2\$123,200.00

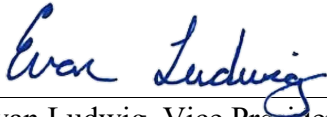
Amendment No. 3\$8,300.00

Proposed Contract Total Fee.....\$764,934.12

IN WITNESS WHEREOF, Owner and Engineer have executed this agreement.

DATED this 4th day of November, 2025.

H.W. Lochner, Inc.
Engineer



Evan Ludwig, Vice President

Attest:

Title
(AFFIX SEAL)

CITY OF LAWTON, OKLAHOMA
A Municipal Corporation

Stan Booker, Mayor

Attest:

Donalynn Blazek-Scherler, City Clerk

APPROVED as to form and legality on the _____ day of _____, 2025

City Attorney

I, Chandra Young, Finance Director, of the City of Lawton, Oklahoma, do hereby certify that I have entered the amount of this encumbrance (\$_____) against the appropriated Account No.(_____) and after charging this encumbrance in the amount of \$_____, there is an unencumbered balance in said appropriated account of \$_____.

Dated this _____ day of _____, 2025

Chandra Young, Finance Director

ATTACHMENT A

The project includes design services for the relocation of an existing water main for the City of Lawton, Oklahoma, in conflict with Bridge A, located at 11th Street over Wolf Creek Overflow.

Scope of Services – Design Phase

The Consultant will provide the following services:

- Coordinate design with the Owner, Utility Department, and stakeholders.
- Assemble and review available plans and pertinent data related to the existing water line and project site.
- Prepare design and construction plans and technical specifications for the water line relocation, including plan and profile sheets and supporting details.
- Calculate approximate plan quantities of construction bid items.
- Advise the Owner of any changes to the probable Total Project Cost resulting from adjustments in scope, design requirements, or other factors, and provide a revised cost opinion based on the final Contract Documents.
- Furnish electronic copies of the final plans and specifications to the Owner for use in issuing the project for contractor bidding.

Exclusions

This scope does not include bidding services, construction administration, or construction phase services.

Compensation

The total fee for the services described above is **\$8,300** on a lump sum basis.

Item Title:

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 and economic development in the City, and authorize the Mayor and City Clerk to execute the agreement.

Initiator: Chandra Young

Information Source: Chandra Young

Background:

The Lawton Heritage Association seeks to obtain funding from the Hotel/Motel Tax that would enable them to continue efforts to encourage, promote and foster tourism and economic development. Funds requested would not exceed the amount of Twenty-Five Thousand and 00/100 Dollars (\$25,000.00). The agreement includes a provision providing that the Association'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 obligation.

Correlation to the True North Statement:**Exhibit:**

Proposed agreement with attached budget

Key Issues:

N/A

Funding Source:

Hotel/Motel Tax Funds

Recommended Action:

Approve the agreement and authorize the Mayor and City Clerk to execute the agreement.

ATTACHMENTS:

1. LHA HM Tax Agrmt FY26

AGREEMENT FOR LIMITED SERVICES

This Agreement for Limited Services is entered into by and between the City of Lawton, Oklahoma, a municipal corporation (hereinafter referred to as “City”), and the Lawton Heritage Association, (hereinafter referred to as “Association”).

Whereas, the City, through its governing body, recognizes the cultural and historical importance of the Mattie Beal Home, noted for both its architectural style and historical significance by being placed on the Departments of Interior’s National Register for Historic Places; and

Whereas, because of its cultural and historical significance, the Mattie Beal Home receives visitors year-round, and hence provides a source of tourism within the City; and

Whereas, the City has determined that it should provide financial support to the Association for the continued operation of the Historic Mattie Beal Home, thereby encouraging tourism and in doing so enhancing the opportunity for economic development in and for the City;

Now, therefore, in consideration of the mutual obligations of the parties, the City and Association agree as follows:

A. City agrees as follows:

- a. To allocate to the Association from the Hotel/Motel Tax funds not to exceed Twenty-Five Thousand and No/100 Dollars (\$25,000), based upon an approved budget (attached hereto as Exhibit “A”) for the services to be performed by the Association under this agreement. The Lawton Heritage Association’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. Such a determination shall be at the City’s sole discretion.

B. Association agrees as follows:

1. To continue to encourage tourism within the City of Lawton by at a minimum:
 - a. Maintaining the current hours in which the Historic Mattie Beal Home is open, which is currently from 12:00 pm to 3:00 pm Thursday through Sunday; and
 - b. Continuing the practice of opening the Historic Mattie Beal Home for private tours when requested; and
 - c. Continuing the practice of making the Historic Mattie Beal Home available for civic and social activities, to include but not limited to weddings, receptions, and meetings.
2. To submit to the Lawton City Council an annual narrative report that will include the number of visitors to the Historic Mattie Beal Home, projects and activities undertaken by

the Association for the benefit of the Historic Mattie Beal Home and City during the reporting period, projects and activities planned to be undertaken by the Association for the benefit of the Historic Mattie Beal Home for the following six (6) month period and any other information which may be of interest to the Lawton City Council. The report will be due to the Lawton City Council on or before May 30, 2026.

3. To periodically submit to the City's accounting office claims for reimbursement for services performed in the operation and maintenance of the Historic Mattie Beal Home. Such claims will be submitted in accordance and in compliance with the City's contractual claims policies and procedures. The Association understands that once a claim is submitted the processing of said claim may take up to twenty (20) days. The City reserves the right to deny any claim that is not in conformance with the terms of this agreement.
4. To submit any request for funding and budgetary information for the following fiscal year to the Finance Director of the City of Lawton by April 1, 2026.

C. Funding Condition. As a condition to said funding, the City requires the Lawton Heritage Association to comply with the Oklahoma Open Meetings Act for all of its meetings.

D. Unexpended Appropriations. Any unexpended appropriations after June 30, 2026, will not carry over for use by the Association.

E. Term. The term of this agreement will begin on July 1, 2025, and expire on June 30, 2026.

In witness whereof, the parties have hereunto set their hands on this ____ day of _____, 2025.

CITY OF LAWTON, OKLAHOMA
A Municipal Corporation

By: _____
STANLEY BOOKER, MAYOR

ATTEST:

DONALYNN BLAZEK-SCHERLER, CITY CLERK

LAWTON HERITAGE ASSOCIATION

By: Mary Kane Jones, LHA treasurer
AUTHORIZED REPRESENTATIVE

APPROVED as to form and legality for the City of Lawton, Oklahoma, this ____ day of _____, 2025.

TIMOTHY E. WILSON, INTERIM CITY ATTORNEY
Jari Askins

Lawton Heritage Association dba Historic Mattie Beal Home
Proposed Budget Fiscal Year 2025-2026

	Historic Mattie Beal Tours	\$	2,500.00	
	Facility Rental	\$	1,500.00	
	Dues & Membership	\$	1,500.00	
	Board Member Donations	\$	1,200.00	
	Donations	\$	2,000.00	
	Gift Shop Sales	\$	900.00	
	Educational Programming	\$	2,000.00	
	Tourism & Economic Development	\$	25,000.00	
	Fundraising	\$	2,800.00	
	Total Revenue 25-26	\$	39,400.00	
	Projected Expenses			
	Gift Shop	\$	1,000.00	
	Utilities	\$	6,000.00	
	House Insurance	\$	1,100.00	
	Director & Officers Insurance	\$	1,376.00	
	Accounting	\$	800.00	
	Chanber of Commerce	\$	250.00	
	Non-Profit Registration	\$	80.00	
	Oklahoma Tax Commission	\$	150.00	
	Post Office Box Rental	\$	250.00	
	Office Supplies	\$	1,200.00	
	Docent Event	\$	-	
	Repairs & Mainten	\$	15,500.00	
	Ground Maintenance	\$	7,000.00	
	Publications/Printing/Advertising	\$	600.00	
	Educational Programs	\$	-	
	Board Development Committee	\$	100.00	
	Membership Committee	\$	100.00	
	Acquisitions Committee	\$	1,094.00	
	I T Committee	\$	800.00	
	Fundraising/Event Committee	\$	2,000.00	
	Total Expenses FY25-26	\$	39,400.00	

Item Title:

Consider approving an amendment to Council Policy 1-6: Council Rules of Procedure by adding “trust authorities” to the list of entities that City Council can create and requiring the council members will not submit or receive a nomination for a trustee that would cause them to serve for more than nine consecutive years; to require individuals who sign up to speak to personally address the City Council; to prohibit speakers from delegating their time or designating another person to speak on their behalf, except when accommodations such as interpreters are needed; to allow owners of business in the City of Lawton to speak during audience participation; and to require all Lawton residents wishing to speak during the meeting to submit a Request to Speak Form before the meeting is called to order.

Initiator: Stan Booker, Mayor, Donalynn Blazek-Scherler, City Clerk

Information Source: Stan Booker, Mayor, Donalynn Blazek-Scherler, City Clerk

Background:

Council Policy 1-6 establishes the Rules of Procedure for conducting City Council meetings. To support the efficient, orderly, and consistent administration of audience participation, four clarifying amendments are proposed.

The first amendment specifies that individuals who sign up to speak must address the Council themselves and may not delegate their time or designate another person to speak on their behalf. This ensures the Council receives comments directly from the individual requesting to speak. Individuals requiring accommodations, including interpreters, remain fully exempt from this provision.

The second amendment allows individuals who own businesses in the City of Lawton to speak during audience participation.

The third amendment strengthens procedural efficiency by requiring residents to complete and submit the Request to Speak form to the City Clerk prior to the meeting being called to order. Forms submitted after the meeting begins will not be accepted. Establishing this firm deadline ensures staff can prepare the speaker list in advance and prevents disruptions once the meeting is underway.

The fourth amendment clarifies the creation and governance of trust authorities and establishing consistent appointment standards for trustees. The new language explains that trust authorities are created as authorized by the City Council and operate under their respective trust indentures. It also applies the same appointment limitations used for boards, commissions, and committees by restricting trustees to no more than nine consecutive years of service

Correlation to the True North Statement:

Efficiency

Exhibit:

Council Policy 1-6 Amended

Key Issues:

N/A

Funding Source:

N/A

Recommended Action:

Approve the amendment to Council Policy 1-6 as presented.

ATTACHMENTS:

1. Council Policy 1-6 12.2.25 Amendments- Redline
2. Council Policy 1-6 12.2.25 Amendments- Clean

Policy 1-6 COUNCIL RULES OF PROCEDURE

COUNCIL POLICY NO. 1-6

DISTRIBUTION: Mayor and City Council All Departments

SUBJECT: CITY COUNCIL RULES OF PROCEDURE

PURPOSE: To provide for orderly conduct of meetings of the Lawton City Council

BACKGROUND: Lawton City Charter, Section 2-11, provides that the City Council may determine its own rules. Rules are hereby established.

**POLICY/
PROCEDURE:** Council Policy determining rules of procedure is adopted as an exhibit and addresses the following issues:

1. Time of Meetings
2. Agenda
 - A. Preparation of Agenda
 - B. Agenda Items
 - C. Order of Business
3. Presiding Officer
4. Quorum
5. Conduct of Meetings
 - A. Discussion
 - B. Motions
 - C. Roll Call Votes
 - D. Number of Votes Required
 - E. Reconsideration of Items
 - F. Public Hearing
 - G. Absence of Council Member
 - H. Staff Attendance
 - I. Appointment of Council Committees
 - J. Advisory Non-Voting Representative/Liaison
 - K. Meeting Decorum/Maintaining Order
6. Minutes
7. Committees
 - A. Council Member Committees
 - B. Citizen Committees
 - C. Council Member/Citizen Committees

The latest revision of Roberts Rules of Order is incorporated into these rules and shall govern all matters not specifically addressed in these rules. These rules, except those required by law or charter, may be temporarily suspended for consideration of a particular subject by two-thirds (2/3) vote of the Council members present.

REFERENCES: Lawton City Charter

EFFECTIVE DATE: ~~October 28~~December 2, 2025

**RESPONSIBLE
DEPARTMENT:** City Attorney

STANLEY BOOKER, Mayor

COUNCIL RULES OF PROCEDURE

**COUNCIL POLICY 1-6
RULES OF PROCEDURE
LAWTON CITY COUNCIL**

1. TIME OF MEETINGS

Regular meetings of the Council shall be held in the Council Chambers, Wayne Gilley Auditorium, on the second and fourth Tuesdays of each month beginning at 6:00 p.m., as of August 2024. Provided, however, that the Council may, by resolution, reschedule any of its regularly scheduled meetings. Special meetings of the Council shall be called in accordance with the provisions of the Charter. Meetings shall adjourn no later than 11:00 p.m.; except, upon majority vote of those members of the Council present, any meeting of the Council may be extended until midnight of the day of the meeting.

All meetings, regular and special, shall be open to the public, and no person shall be barred unless they are disorderly or refuses to obey the order of the presiding officer, who may order the Chief of Police or any attending police officer to eject any such person. There shall be at least one police officer present at each Council meeting. The Council may meet in executive session only as authorized by the City Charter and Oklahoma State Statute.

(Charter 2-7. Council-Meetings: The Council shall hold at least two (2) regular meetings every month, at such time as prescribed by ordinance or otherwise. The Mayor or any five (5) council members may call special meetings. All meetings of the Council shall be held and conducted as authorized by the Oklahoma Open Meeting Act. In determining the time of Council meetings, the Council shall consider the public convenience.)

2. AGENDA

A. Preparation of the Agenda.

An agenda for each meeting of the Council shall be prepared by the Mayor to ensure that City business is conducted in an efficient manner. No item shall be voted on without having been placed on the agenda, unless it meets the definition of "New Business" as defined by the Oklahoma Open Meeting Act, 25, O.S. 311 A(9), and which must be acted upon before the next regularly scheduled meeting and could not have been foreseen.

B. Agenda Items

- a. All agenda items shall be provided to the City Clerk in electronic format via CivicPlus, with the exception of Council members who may submit their items to the City Clerk using alternative methods.
- b. Agenda items submitted to the City Clerk by a Department Director shall be launched in CivicPlus the second Friday prior to the Council meeting at which the item is to be considered.
- c. Agenda items submitted to the City Clerk by the Mayor, a Councilmember, the City Manager or the City Attorney shall be submitted as provided above except that on matters that are of an urgent nature the City Clerk shall accept items from the Mayor, a Councilmember, the City Manager or the City Attorney through noon Tuesday, 7 days prior to the Council meeting at which the item is to be heard. Late items may be added at the sole discretion of the Mayor.
- d. Agenda items may only be submitted for placement on the agenda by the Mayor, a member of the Council, the City Manager, Deputy City Manager, City Attorney, Deputy City Attorney or Assistant City Attorney, City Clerk, Municipal Judge, or a Department Director/Deputy Director with the approval of the City Manager.

- e. Agenda items will include all available relevant data, background information, and a discussion of all reasonable options for the item being brought up while also being objective, factual, and free from any personal bias or opinions. In order to assist the Council in making the best decisions for the citizens of Lawton, the staff will make every effort to provide the most accurate and complete information available. The City Manager is responsible for reviewing all staff submitted agenda items before they are presented to the Council. If an agenda item does not meet the standards outlined in this policy, the City Manager will work with the staff member to revise and resubmit the item. Agenda items submitted by other individuals or organization shall not be accepted by the City Clerk.
- f. Agenda items that involve the discontinuance of a program or the cessation of city provided services must be placed on the agenda no later than ninety (90) days prior to the termination of the program or service.
- g. Agenda items that involve expenditures must specify the funding source. Additionally, within the item commentary the balance of the funding source must be stated, to include the remaining balance after the proposed expenditure. If the agenda item does not contain this information, it shall not be considered agenda ready. In instances of time sensitive matters, the City Manager may waive the balance requirement. The City Manager's authority to waive the balance requirement applies only to items submitted by City staff. The listing of the funding source shall not be waived. Finally, the agenda item should also state whether the planned expenditure was forecasted in the budget.
 - a. If the identified funding source on an agenda item is Capital Improvement Program (CIP) funds, the requesting department or individual must demonstrate that the proposed expenditure is expressly included within the scope and cost parameters of the project plan presented during the creation of the Resolution of Intent. An expenditure may be presented to the City Council for consideration if it falls outside the original scope or cost parameters due to unforeseen conditions that could not have been reasonably discovered during the planning phase, provided that the expenditure still falls within one of the project categories established by the Resolution of Intent and relates directly to a CIP project that was duly approved and presented to the public through the Resolution of Intent process or during promotion of the CIP.
 - i. Qualifying unforeseen conditions include, but are not limited to:
 - i. Hidden structural deficiencies or damage
 - ii. Previously undetected hazardous materials requiring remediation
 - iii. Undocumented utility conflicts or infrastructure issues
 - iv. Unforeseen site conditions revealed during construction
 - ii. For such exceptions, the requesting department must provide:
 - i. Documentation of the unforeseen condition and its direct relationship to the approved CIP project
 - ii. Explanation of why the condition could not have been reasonably discovered during project planning
 - iii. Revised cost estimate and impact on the overall project budget
 - iv. Recommendation for funding source (whether within existing CIP contingency, reallocation from other CIP funds, or alternative funding)
 - b. Expenditures not meeting the above criteria shall not be presented to the City Council for consideration, provided however, that in compelling circumstances, the City Manager may exercise discretion to authorize placement of an item on the Council agenda if doing so is determined to be in the best interest of the City and consistent with the resolution of intent and purpose of the Capital Improvement Program.

C. Order Of Business

The order of business shall be as follows:

- a. Call to Order
- b. Invocation, Pledge of Allegiance
- c. Roll Call
- d. Awards and Special Recognition
- e. Mayor/City Council Reports
 - Reports should be limited to matters of general interest to the entire Council.
 - Items included in this section cannot be voted on by Council, but guidance can be provided.
- f. Consent Agenda:
 - Council shall act on all items in this section by a single motion and roll call vote, subject to questions, discussion, or the right of any member to remove any item for individual action.
 - Items on the Consent Agenda shall include, but not be limited to consideration of the following:
 - Preliminary plans and authorization for preparation of final plans and specifications
 - Final plans and authorization for advertisement of bids
 - Acceptance of final plats and improvements
 - Easements, acceptance or dedication
 - Set dates for public hearings
 - Internal fund transfers requiring Excise Board approval and/or Supplemental Appropriates
 - Acceptance of annual audit reports
 - Annual lease agreements at city lakes
 - Acknowledge receipt of State Health Permits
 - Award bids and authorize contract execution
 - Reject bids and authorize re-advertisement
 - Mayor and Council appointments
 - Damage claims (approvals, denials)
 - Payroll claims
- g. Unfinished Business
- h. Business Items
 - Items requiring individual action
 - In setting the order of these items, the presiding officer shall give priority to:
 - Public hearings
 - Matters that may attract a large number of citizens or interested parties
 - Matters submitted by members of Council
 - Items which may require discussion or explanation
 - Items where an ordinance is proposed for adoption
 - Councilmembers will not exceed speaking for three (3) minutes for each time they are recognized by the presiding officer
- i. Executive Session
- j. Audience Participation:
 - Council shall not vote on items presented during this section of the meeting.
 - The audience participation portion of each council meeting shall be for a

maximum of thirty minutes.

- Each person speaking during the thirty-minute period should have a maximum of three (3) minutes to state their business. The individual who signed up to speak must speak for themselves and may not designate another person to speak on their behalf or delegate their time to anyone else. Individuals requiring accommodations, including interpreters needed to facilitate communication, are exempt from this provision.
- Each subject should have a maximum of nine (9) minutes.
- To participate during audience participation, individuals must be residents of the City of Lawton or the owner of a business in the City of Lawton and are required to fill out and submit the request to speak form prior to the meeting being called to order. Forms submitted after the meeting is called to order will not be accepted, and the individual will not be permitted to speak. If no form is submitted, Council reserves the right to deny the request to speak.
- After such time as the individual or the discussion of a particular subject is completed, Council may give guidance on the item or Council may recommend to the individual or group as to what action they should take, i.e., refer situation to a particular department or person at the city offices.

k. Adjournment

(Charter, Sec. 2-2 a.... The Mayor ... shall prepare and propose agenda for Council meetings.)

3. PRESIDING OFFICER

The presiding officer for each meeting shall be the Mayor, or in their absence, the Mayor Pro Tern. If both the Mayor and Mayor Pro Tern are absent, the Council member most senior in service on the Council shall initially preside for the purpose of calling the meeting to order and electing a presiding officer who shall then preside over the remainder of the meeting.

(Charter, Sec. 2-2 a. The Mayor shall preside at meetings of the Council ... b The Mayor Pro Tern shall act as Mayor during the absence, disability, or suspension of the mayor)

4. QUORUM

A quorum authorized to conduct business shall consist of a majority of all members elected to and constituting the Council. Less than a quorum may adjourn from day to day.

(Charter, Sec. 2-11. A majority of all of the members of the Council shall constitute a quorum, but a smaller number may adjourn from day to day or from time to time)

5. CONDUCT OF MEETINGS

Request to speak forms shall be available for persons to indicate to the presiding officer their desire to address the Council. The presiding officer will announce that such request has been received. Council will consider receiving public comment at that time.

A. Discussion

Discussion of agenda items shall be in the following order:

- a. City Manager and/or City Staff: After the presiding officer calls the particular agenda item for consideration, the City Manager and/or staff shall present any matters in addition to the printed

agenda commentary which may be pertinent to the item.

b. Public Participation: During public hearings, citizens and interested parties may address the Council subject to reasonable time limitations to expedite Council business. On all other matters, public participation shall be at the discretion of the Council.

Items regarding the appointment or reappointment of citizens to boards, commissions, and committees shall not be subject to removal for public discussion or comment. These items are administrative in nature and are not open to debate during the meeting, unless requested by a Council Member or the Mayor.

c. Council Members: After the staff and public have presented their views, the City Manager, presiding officer and Council shall proceed to discuss the merits of the issue; this portion of the discussion shall be limited to the City Manager, presiding officer and Council unless the presiding officer or Council determines additional information is needed from the staff or public at that time.

No member shall speak without recognition from the presiding officer.

Each person addressing the Council shall address remarks to the Council rather than to a specific member.

Discussion shall be limited to the matter presently before the Council. Speakers shall confine their remarks to the merits of the particular measure and avoid comments which would tend to embarrass other persons or attack their motives.

Questions may be submitted by a Council member to a speaker after their formal presentation. Questions may be submitted only through the presiding officer and shall be limited to the merits of the issue.

If Council directs staff to conduct additional research on a matter, then the affected staff member(s)/section will bring back their research within 60 days unless otherwise directed and every 30 days thereafter until the research is complete and/or Council is satisfied with staff's response.

B. Motions

After preliminary discussion of an agenda item, the presiding officer shall call the matter for determination by the Council.

a. Main Motion: Any Council member desiring to offer a motion shall request recognition from the presiding officer.

b. Seconding Motions: Any Council member desiring to second motions shall request recognition from the presiding officer.

c. Special Courtesy: Where a matter is of special concern to a particular Council member, they may, prior to the beginning of the meeting, advise the presiding officer of their desire to offer or second the motion on that particular agenda item. Absent conflicting requests, the presiding officer shall so recognize the requesting member for the purpose of submitting the motion or second. In the event of conflicting requests, the presiding officer may recognize any one of the requesting Council members if they are unable to resolve the conflict among themselves.

d. Lack of Motion or Second: If no member offers a motion, the presiding officer shall again call for motions; if no motion is presented after the second calling, the presiding officer shall declare the item fails for lack of motion. Similarly, if no one seconds another member's motion, the presiding officer shall declare that the motion fails for lack of a second.

e. Debate of Motions: Upon a motion having been offered and seconded, the presiding officer shall state the motion and submit it for further debate by the Council if desired. Debate shall be limited to the merits of the agenda item and addressed to the presiding officer.

f. Amendments to Motions: A member may move to amend the motion, which shall require a second. An amendment must be germane to the main motion. To avoid confusion, a third amendment shall not be permitted; however, a member may, in the course of debate on the amendment, announce that if the amendment fails, ~~he~~ they intend to introduce another amendment and may briefly state the nature and content thereof.

g. Previous Question: A member may move the previous question (2/3 vote required-stops debate and order an immediate vote).

h. Reconsider: A member may move to reconsider the vote by which...was voted. (In order same day motion was made and mover must have voted with the majority; or, in order at next meeting if mover was absent at previous meeting and votes of absentees could affect outcome.)

i. Ordinances: A member may move to adopt an ordinance, waive reading of the ordinance, reading only the title, and declare an emergency if applicable.

(Charter, Sec. 2-13 Ordinance: Passage. Every proposed ordinance shall be read ...)

After allowing a reasonable but not unduly lengthy time for debate of the motion, the presiding officer shall put the question to a vote.

C. Roll Call Votes

The clerk shall call the roll of Council members present and record each vote or use an electronic voting system that displays the vote of each Council member publicly. Council members may vote "yes", "no", or "abstain". A Council member may not pass. The presiding officer will announce the vote, or they shall request the clerk to announce the vote. A Council member may change their vote only before the results of the vote are announced by the presiding officer. Amendments shall be voted on prior to the main motion, with secondary amendments voted on prior to primary amendments.

(Charter, Sec. 2-11. The vote on any question shall be by roll call and shall be entered in the journal. A councilmember may abstain from voting in which case the abstention shall constitute neither a negative nor affirmative vote. The passage of an ordinance or resolution shall require at least five (5) affirmative votes.)

D. Number of Votes Required

When an item requires five (5) or more affirmative votes for passage, and one or more members of the Council are absent from the meeting where the item is originally considered, if not approved, such item shall be continued or rescheduled for a vote thereon at the next meeting of the Council in the following instances:

- a. When the question requires five (5) affirmative votes and there are less than three (3) votes in opposition to the question;
- b. When the question requires six (6) affirmative votes and there are less than two (2) votes in opposition to the question.

(Charter, Sec. 2-2. When the Mayor is absent and the question before the Council requires five (5) affirmative votes for passage and the votes cast result in a tie of four (4) affirmative votes and four (4) negative votes, the matter will be continued or rescheduled for the next regular meeting of the Council when the Mayor will be in attendance.

Charter, 2-11 The passage of an ordinance or resolution shall require at least five (5) affirmative votes.)

E. Reconsideration of Items

An item previously decided by the Council may be placed on the agenda as a new item of business under the following circumstances:

- a. When the vote by the Council occurred at least six (6) months before the item again appears on the agenda.
- b. Annually, when Council members have been sworn into office and the item was voted on by the previous administration.
- c. When the vote(s) of absent Council member(s) could change the outcome of the matter previously voted on.
- d. If an agenda item is tabled indefinitely by Council, the initiator is required to come back with an update to the City Council within sixty (60) days and every thirty (30) days thereafter until the item is completed. The update will be placed on the agenda and discussed during a regular or special meeting.

F. Public Hearing

When the agenda item requires a public hearing, the presiding officer shall request staff comment, allow for questions by the council, open the public hearing for public comment, and close the public hearing. The presiding officer may call upon a member of the audience to participate during the public hearing if the individual has expertise or background information on the item.

G. Absence of Council Member

In the event that a Council member anticipates being absent from a special or regular meeting of the Council, said Council member may indicate how such member would have voted on an issue before the Council had the Council member not been absent from such meeting. In such event, a Council member who plans to miss a meeting of the Council or miss a roll call vote on an item before the Council could state, for the record, how the Council member would have voted had the Council member not missed the meeting or the roll call by giving their vote to the City Clerk before the meeting. After the results of the vote have been announced, the City Clerk will then read and enter into the record how such member would have voted had they not missed the meeting or the roll call. Provided, however, that the Council member's intended vote shall not count for the purpose of passage or non-passage of the issue before the Council for which the intended vote was entered into the record. The City Clerk shall enter into the official minutes of the Council the name of the absent Council member, the intended vote of the absent Council member, and that the intended vote was not considered in deciding the issue before the Council for which the intended vote was recorded.

H. Staff Attendance

The City Manager, City Clerk and City Attorney (or their deputy/assistants) shall attend all regular and special Council meetings. Attendance of other City personnel shall be required only when there are agenda items which affect their particular responsibility.

I. Appointment of Council Committees

On their own determination, or on a vote of Council, the Mayor may appoint a special committee of the Council to investigate and study a particular matter in depth and report its findings and recommendations to

the Council. Each committee shall consist of a minimum of a chairman and two other members. If requested by the committee of the Council, the City Manager shall appoint a member of the City staff to serve in a non-voting capacity to assist the committee.

Meetings of committees are subject to compliance with the Open Meeting Law. The Committee's report shall be submitted to the Council for action.

J. Advisory Non-Voting Representative/Liaison

On motion and with approval of the majority of the entire Council, advisory non-voting representation may be extended to a representative/liaison of any government agency whose principal place of business and the conduct of its principal operations are located within the corporate limits of the City of Lawton, Oklahoma. The seating arrangement to accommodate the agency's representative/liaison to the Council shall be as determined by the Council.

The invited agency shall select its representative/liaison to attend meetings of the Council.

The agency's representative/liaison may ask to be recognized by the Mayor to participate in debate on matters of interest to the agency. The privilege does not in and of itself open the item to public discussion without the permission of the council as provided in Section 5.A.2 of these rules. The agency's representative/liaison shall not be entitled to vote on any matter before the Council nor shall the agency's representative/liaison attend or be present at any executive session of the Council.

The agency's representative/liaison will be provided an agenda packet for each Council meeting without charge. The representative/liaison may submit an agenda item for Council consideration to the Mayor or any Council member.

K. Meeting Decorum/Maintaining Order

- a. **Governing Body:** In furtherance of the stated purpose of this policy, all members of the governing body are expected to conduct themselves during Council meetings in a dignified and orderly manner. Threats, personal attacks, demeaning comments, negative comments about private business or financial matters, yelling and the like are strictly prohibited. In the event of such conduct/statements, the Mayor shall make reasonable attempts to regain control of the meeting. If the Mayor is unable to promptly do so, the meeting shall be recessed for a "cooling-off" period. After a short recess, the Mayor shall re-open the meeting and continue the conduct of business. If order in the meeting has not been restored after the "cooling-off" period, the meeting may be continued to another date and time certain upon motion and a vote of the Council. In no event will a member of the governing body be removed from the meeting area while the meeting is still in active session.
- b. **Seating in the Wayne Gilley Auditorium:** The front row of chairs in the Wayne Gilley Auditorium is reserved for optional use by City of Lawton staff, credentialed members of the media, and guests invited by City staff for the purpose of presentations. While these individuals may choose to sit in other available seating, this reserved row is intended to provide convenient access for those who may need to participate directly in Council proceedings. All other attendees are asked to select seating beyond the front row to maintain this reserved arrangement. Additionally, individuals requiring special accommodations under the Americans with Disabilities Act (ADA) are encouraged to contact City staff in advance to ensure that appropriate seating and support are made available to meet their needs.

c. Audience: Audience participation is encouraged, but if the privilege is abused it may be forfeited in the future. Interaction between members of the governing body and the audience while a meeting is in session shall occur in accordance with the provisions of this policy, or if not addressed in this policy, in accordance with Roberts Rules of Order incorporated herein by reference. Any members of the audience making threats, engaging in personal attacks, making demeaning comments, yelling or otherwise disrupting the orderly conduct of the meeting shall be warned by the Mayor to cease and desist, or they will be removed from the meeting at the direction of the Mayor. Any audience member(s) who fails to cease and desist shall be removed. Non-verbal gestures by audience members such as shaking one's head, shrugging of the shoulders, thumbs down and the like will not be considered grounds for a warning or removal from the meeting. If any audience member is removed due to disruptive or abusive behavior, they forfeit the privilege of speaking during audience participation for a period of no less than six months. The presiding officer shall determine, at their discretion, the duration for which the offending individual's speaking privileges will be forfeited during audience participation.

d. Electronic Devices: Council members will not discuss public business with other council members or their constituents while on the dais. This includes electronic communication on all personal and city issued electronic devices.

e. Recording Devices & Associated Equipment: For safety and compliance with fire code regulations, citizens and members of the media are not permitted to set up equipment-supported recording devices in any of the aisles within the Wayne Gilley Auditorium. The use of recording devices and associated equipment is also prohibited in the immediate proximity of the dais to maintain a clear, safe pathway for all attendees. Citizens and members of the media are also prohibited from using recording devices and associated equipment on the stairs and balcony. Equipment-supported recording devices may only be used in designated areas of the Wayne Gilley Auditorium. These areas include the back of the auditorium and the east and west side sections at the back. Individuals needing sound amplification or other reasonable accommodations under the Americans with Disabilities Act (ADA) may request an exception to this policy. All requests must be submitted to the Communications and Marketing Department no less than three business days before the meeting for which the accommodations are needed. This arrangement ensures that recordings can be made without obstructing views or walkways for other attendees, while also providing support for those with specific accessibility needs. Individuals who set up equipment outside of these areas will be asked to relocate to an appropriate space. The City of Lawton's Communications & Marketing Team reserves the right to operate in areas closed to the general public if needed/required.

6. MINUTES

Minutes of each meeting of the Council shall be prepared by the Clerk and submitted at a subsequent Council meeting for approval. The minutes shall summarize the Council's deliberations and record the action of the Council on each item. The Clerk shall maintain a record of the approved minutes.

7. COMMITTEES

Committees may be created to study a particular issue or matter in depth and report their findings and recommendations to the City Council. The composition of the committee will be determined based on the nature of the subject matter being reviewed and may include Council members only, citizens only, or a combination thereof. If requested by the Council, the City Manager shall appoint a member(s) of the City staff to serve in a non-voting capacity to assist the committee. Each committee shall consist of a minimum of a chairman and two (2) other members.

A. Council Member Committees

By majority vote of the Council or on determination of the Mayor, a committee of Council members only may be formed. Members of these committees created by the Council will be nominated by the Council, and Mayoral committees will be nominated by the Mayor. All members of either committee will be approved by majority vote of the Council. All meetings of Council member committees will be preceded by public notice and conducted in compliance with the Open Meeting Act.

B. Citizen Committees

By majority vote of the Council or on determination of the Mayor, a committee of citizen members only may be formed. Each council member will by name appoint one citizen who is a bona fide resident of and registered voter in their ward. The Mayor will by name appoint one citizen who is a bona fide resident of the City and a registered voter in the City. Each citizen appointed must remain a resident of and registered voter in the ward from which they were appointed, or in the case of the Mayor's appointment the City, for the duration of their appointment. No alternate may be appointed unless an appointed citizen gives notice that he/she they will no longer be serving on the committee. In such case, an alternate will be appointed in the same manner and with the same qualifications as the original appointee. All meetings of citizen committees will be preceded by public notice and conducted in compliance with the Open Meeting Act if so, directed by the Council when the committee is formed.

Councilmembers shall not nominate or reappoint any individual to a board, commission, ~~or~~ or committee if the appointment would cause that individual to serve more than nine (9) consecutive years in total on the same body. Service is considered consecutive unless the individual has been off that same body for at least one full term of three (3) years.

Councilmembers shall also not make a nomination for appointment or reappointment to any board, commission, ~~or~~ or committee if the resulting term would extend beyond their own elected term of office. In those cases, the current board or committee member will continue to serve on an expired term until the newly elected official takes office and may then choose to either reappoint the current member or nominate a new individual.

C. Council Member/Citizen Committees

By majority vote of the Council or on determination of the Mayor, a committee of both one or more Council members and citizens of Lawton with specific qualifications to study a particular issue or matter may be formed. Members of these committees will be nominated by name by one or more Council members and approved by majority vote of the Council. Each citizen appointed must remain a bona fide resident of and registered voter in the City for the duration of their appointment. An alternate will be appointed if a) an appointed citizen gives notice that they will no longer be serving on the committee or b) the ordinance establishing the committee permits the appointment of alternates. In such case, appointment of an alternate will be in the same manner and with the same qualifications as the original appointee. If more than one Council member is appointed to the committee, all meetings of the committee will be preceded by public notice and conducted in compliance with the Open Meeting Act.

Councilmembers shall not nominate or reappoint any individual to a board, commission, ~~or~~ or committee if the appointment would cause that individual to serve more than nine (9) consecutive years in total on the same body. Service is considered consecutive unless the individual has been off that same body for at least one full term of three (3) years.

Councilmembers shall also not make a nomination for appointment or reappointment to any board, commission, ~~or~~ or committee if the resulting term would extend beyond their own elected term of office. In

those cases, the current board or committee member will continue to serve on an expired term until the newly elected official takes office and may then choose to either reappoint the current member or nominate a new individual.

D. Trust Authorities

Trust authorities may be created as authorized by the City Council and shall operate in accordance with the purposes, duties, and limitations established in their respective trust indentures. Each trust authority functions as an independent public trust, and its actions are governed by its indenture, applicable state law, and any amendments approved by the Council as beneficiary. All meetings of trust authorities will be preceded by public notice and conducted in compliance with the Oklahoma Open Meeting Act.

Members of trust authorities will be appointed in accordance with the appointment provisions established within each trust indenture. Appointments and reappointments will be made by name and approved by majority vote of the Council. Councilmembers shall not nominate or reappoint any individual to a trust authority if the appointment would cause that individual to serve more than nine (9) consecutive years in total on the same trust. Service is considered consecutive unless the individual has been off that same trust authority for at least one full term.

(Charter, 2-6 The City Clerk shall ... serve as clerical officer of the Council. He shall keep the journal for its proceedings, ...)

(All amendments to this document should be coordinated with the City Clerk's Office, who maintains the original document on file.)

(CP 1-6 Amended, 12/2/26; CP 1-6 Amended, 10/28/25; CP 1-6 Amended, 12/10/24; CP 1-6 Amended, 03/28/2023; CP 1-6 Amended, 12/13/2022; CP 1-6, Amended, 10/11/2022; CP 1-6, Amended, 06/12/2018; CP 1-6, Amended, 04/10/2018; CP 1-6, Amended, 08/08/2006; CP 1-6, Amended, 05/11/2004; CP 1-6, Amended, 08/28/2001; CP 1-6, Amended, 02/23/1999; CP 1-6, Amended, 01/12/1999; CP 1-6, Amended, 11/10/1998; CP 1-6, Added, 05/13/1997)

Policy 1-6 COUNCIL RULES OF PROCEDURE

COUNCIL POLICY NO. 1-6

DISTRIBUTION: Mayor and City Council All Departments

SUBJECT: CITY COUNCIL RULES OF PROCEDURE

PURPOSE: To provide for orderly conduct of meetings of the Lawton City Council

BACKGROUND: Lawton City Charter, Section 2-11, provides that the City Council may determine its own rules. Rules are hereby established.

**POLICY/
PROCEDURE:** Council Policy determining rules of procedure is adopted as an exhibit and addresses the following issues:

1. Time of Meetings
2. Agenda
 - A. Preparation of Agenda
 - B. Agenda Items
 - C. Order of Business
3. Presiding Officer
4. Quorum
5. Conduct of Meetings
 - A. Discussion
 - B. Motions
 - C. Roll Call Votes
 - D. Number of Votes Required
 - E. Reconsideration of Items
 - F. Public Hearing
 - G. Absence of Council Member
 - H. Staff Attendance
 - I. Appointment of Council Committees
 - J. Advisory Non-Voting Representative/Liaison
 - K. Meeting Decorum/Maintaining Order
6. Minutes
7. Committees
 - A. Council Member Committees
 - B. Citizen Committees
 - C. Council Member/Citizen Committees

The latest revision of Roberts Rules of Order is incorporated into these rules and shall govern all matters not specifically addressed in these rules. These rules, except those required by law or charter, may be temporarily suspended for consideration of a particular subject by two-thirds (2/3) vote of the Council members present.

REFERENCES: Lawton City Charter

EFFECTIVE DATE: December 2, 2025

**RESPONSIBLE
DEPARTMENT:** City Attorney

STANLEY BOOKER, Mayor

COUNCIL RULES OF PROCEDURE

**COUNCIL POLICY 1-6
RULES OF PROCEDURE
LAWTON CITY COUNCIL**

1. TIME OF MEETINGS

Regular meetings of the Council shall be held in the Council Chambers, Wayne Gilley Auditorium, on the second and fourth Tuesdays of each month beginning at 6:00 p.m., as of August 2024. Provided, however, that the Council may, by resolution, reschedule any of its regularly scheduled meetings. Special meetings of the Council shall be called in accordance with the provisions of the Charter. Meetings shall adjourn no later than 11:00 p.m.; except, upon majority vote of those members of the Council present, any meeting of the Council may be extended until midnight of the day of the meeting.

All meetings, regular and special, shall be open to the public, and no person shall be barred unless they are disorderly or refuses to obey the order of the presiding officer, who may order the Chief of Police or any attending police officer to eject any such person. There shall be at least one police officer present at each Council meeting. The Council may meet in executive session only as authorized by the City Charter and Oklahoma State Statute.

(Charter 2-7. Council-Meetings: The Council shall hold at least two (2) regular meetings every month, at such time as prescribed by ordinance or otherwise. The Mayor or any five (5) council members may call special meetings. All meetings of the Council shall be held and conducted as authorized by the Oklahoma Open Meeting Act. In determining the time of Council meetings, the Council shall consider the public convenience.)

2. AGENDA

A. Preparation of the Agenda.

An agenda for each meeting of the Council shall be prepared by the Mayor to ensure that City business is conducted in an efficient manner. No item shall be voted on without having been placed on the agenda, unless it meets the definition of "New Business" as defined by the Oklahoma Open Meeting Act, 25, O.S. 311 A(9), and which must be acted upon before the next regularly scheduled meeting and could not have been foreseen.

B. Agenda Items

- a. All agenda items shall be provided to the City Clerk in electronic format via CivicPlus, with the exception of Council members who may submit their items to the City Clerk using alternative methods.
- b. Agenda items submitted to the City Clerk by a Department Director shall be launched in CivicPlus the second Friday prior to the Council meeting at which the item is to be considered.
- c. Agenda items submitted to the City Clerk by the Mayor, a Councilmember, the City Manager or the City Attorney shall be submitted as provided above except that on matters that are of an urgent nature the City Clerk shall accept items from the Mayor, a Councilmember, the City Manager or the City Attorney through noon Tuesday, 7 days prior to the Council meeting at which the item is to be heard. Late items may be added at the sole discretion of the Mayor.
- d. Agenda items may only be submitted for placement on the agenda by the Mayor, a member of the Council, the City Manager, Deputy City Manager, City Attorney, Deputy City Attorney or Assistant City Attorney, City Clerk, Municipal Judge, or a Department Director/Deputy Director with the approval of the City Manager.

- e. Agenda items will include all available relevant data, background information, and a discussion of all reasonable options for the item being brought up while also being objective, factual, and free from any personal bias or opinions. In order to assist the Council in making the best decisions for the citizens of Lawton, the staff will make every effort to provide the most accurate and complete information available. The City Manager is responsible for reviewing all staff submitted agenda items before they are presented to the Council. If an agenda item does not meet the standards outlined in this policy, the City Manager will work with the staff member to revise and resubmit the item. Agenda items submitted by other individuals or organization shall not be accepted by the City Clerk.
- f. Agenda items that involve the discontinuance of a program or the cessation of city provided services must be placed on the agenda no later than ninety (90) days prior to the termination of the program or service.
- g. Agenda items that involve expenditures must specify the funding source. Additionally, within the item commentary the balance of the funding source must be stated, to include the remaining balance after the proposed expenditure. If the agenda item does not contain this information, it shall not be considered agenda ready. In instances of time sensitive matters, the City Manager may waive the balance requirement. The City Manager's authority to waive the balance requirement applies only to items submitted by City staff. The listing of the funding source shall not be waived. Finally, the agenda item should also state whether the planned expenditure was forecasted in the budget.
 - a. If the identified funding source on an agenda item is Capital Improvement Program (CIP) funds, the requesting department or individual must demonstrate that the proposed expenditure is expressly included within the scope and cost parameters of the project plan presented during the creation of the Resolution of Intent. An expenditure may be presented to the City Council for consideration if it falls outside the original scope or cost parameters due to unforeseen conditions that could not have been reasonably discovered during the planning phase, provided that the expenditure still falls within one of the project categories established by the Resolution of Intent and relates directly to a CIP project that was duly approved and presented to the public through the Resolution of Intent process or during promotion of the CIP.
 - i. Qualifying unforeseen conditions include, but are not limited to:
 - i. Hidden structural deficiencies or damage
 - ii. Previously undetected hazardous materials requiring remediation
 - iii. Undocumented utility conflicts or infrastructure issues
 - iv. Unforeseen site conditions revealed during construction
 - ii. For such exceptions, the requesting department must provide:
 - i. Documentation of the unforeseen condition and its direct relationship to the approved CIP project
 - ii. Explanation of why the condition could not have been reasonably discovered during project planning
 - iii. Revised cost estimate and impact on the overall project budget
 - iv. Recommendation for funding source (whether within existing CIP contingency, reallocation from other CIP funds, or alternative funding)
 - b. Expenditures not meeting the above criteria shall not be presented to the City Council for consideration, provided however, that in compelling circumstances, the City Manager may exercise discretion to authorize placement of an item on the Council agenda if doing so is determined to be in the best interest of the City and consistent with the resolution of intent and purpose of the Capital Improvement Program.

C. Order Of Business

The order of business shall be as follows:

- a. Call to Order
- b. Invocation, Pledge of Allegiance
- c. Roll Call
- d. Awards and Special Recognition
- e. Mayor/City Council Reports
 - Reports should be limited to matters of general interest to the entire Council.
 - Items included in this section cannot be voted on by Council, but guidance can be provided.
- f. Consent Agenda:
 - Council shall act on all items in this section by a single motion and roll call vote, subject to questions, discussion, or the right of any member to remove any item for individual action.
 - Items on the Consent Agenda shall include, but not be limited to consideration of the following:
 - Preliminary plans and authorization for preparation of final plans and specifications
 - Final plans and authorization for advertisement of bids
 - Acceptance of final plats and improvements
 - Easements, acceptance or dedication
 - Set dates for public hearings
 - Internal fund transfers requiring Excise Board approval and/or Supplemental Appropriates
 - Acceptance of annual audit reports
 - Annual lease agreements at city lakes
 - Acknowledge receipt of State Health Permits
 - Award bids and authorize contract execution
 - Reject bids and authorize re-advertisement
 - Mayor and Council appointments
 - Damage claims (approvals, denials)
 - Payroll claims
- g. Unfinished Business
- h. Business Items
 - Items requiring individual action
 - In setting the order of these items, the presiding officer shall give priority to:
 - Public hearings
 - Matters that may attract a large number of citizens or interested parties
 - Matters submitted by members of Council
 - Items which may require discussion or explanation
 - Items where an ordinance is proposed for adoption
 - Councilmembers will not exceed speaking for three (3) minutes for each time they are recognized by the presiding officer
- i. Executive Session
- j. Audience Participation:
 - Council shall not vote on items presented during this section of the meeting.
 - The audience participation portion of each council meeting shall be for a

maximum of thirty minutes.

- Each person speaking during the thirty-minute period should have a maximum of three (3) minutes to state their business. The individual who signed up to speak must speak for themselves and may not designate another person to speak on their behalf or delegate their time to anyone else. Individuals requiring accommodations, including interpreters needed to facilitate communication, are exempt from this provision.
- Each subject should have a maximum of nine (9) minutes.
- To participate during audience participation, individuals must be residents of the City of Lawton or the owner of a business in the City of Lawton and are required to fill out and submit the request to speak form prior to the meeting being called to order. Forms submitted after the meeting is called to order will not be accepted, and the individual will not be permitted to speak..
- After such time as the individual or the discussion of a particular subject is completed, Council may give guidance on the item or Council may recommend to the individual or group as to what action they should take, i.e., refer situation to a particular department or person at the city offices.

k. Adjournment

(Charter, Sec. 2-2 a.... The Mayor ... shall prepare and propose agenda for Council meetings.)

3. PRESIDING OFFICER

The presiding officer for each meeting shall be the Mayor, or in their absence, the Mayor Pro Tern. If both the Mayor and Mayor Pro Tern are absent, the Council member most senior in service on the Council shall initially preside for the purpose of calling the meeting to order and electing a presiding officer who shall then preside over the remainder of the meeting.

(Charter, Sec. 2-2 a. The Mayor shall preside at meetings of the Council ... b The Mayor Pro Tern shall act as Mayor during the absence, disability, or suspension of the mayor)

4. QUORUM

A quorum authorized to conduct business shall consist of a majority of all members elected to and constituting the Council. Less than a quorum may adjourn from day to day.

(Charter, Sec. 2-11. A majority of all of the members of the Council shall constitute a quorum, but a smaller number may adjourn from day to day or from time to time)

5. CONDUCT OF MEETINGS

Request to speak forms shall be available for persons to indicate to the presiding officer their desire to address the Council. The presiding officer will announce that such request has been received. Council will consider receiving public comment at that time.

A. Discussion

Discussion of agenda items shall be in the following order:

- a. City Manager and/or City Staff: After the presiding officer calls the particular agenda item for consideration, the City Manager and/or staff shall present any matters in addition to the printed agenda commentary which may be pertinent to the item.

b. Public Participation: During public hearings, citizens and interested parties may address the Council subject to reasonable time limitations to expedite Council business. On all other matters, public participation shall be at the discretion of the Council.

Items regarding the appointment or reappointment of citizens to boards, commissions, and committees shall not be subject to removal for public discussion or comment. These items are administrative in nature and are not open to debate during the meeting, unless requested by a Council Member or the Mayor.

c. Council Members: After the staff and public have presented their views, the City Manager, presiding officer and Council shall proceed to discuss the merits of the issue; this portion of the discussion shall be limited to the City Manager, presiding officer and Council unless the presiding officer or Council determines additional information is needed from the staff or public at that time.

No member shall speak without recognition from the presiding officer.

Each person addressing the Council shall address remarks to the Council rather than to a specific member.

Discussion shall be limited to the matter presently before the Council. Speakers shall confine their remarks to the merits of the particular measure and avoid comments which would tend to embarrass other persons or attack their motives.

Questions may be submitted by a Council member to a speaker after their formal presentation. Questions may be submitted only through the presiding officer and shall be limited to the merits of the issue.

If Council directs staff to conduct additional research on a matter, then the affected staff member(s)/section will bring back their research within 60 days unless otherwise directed and every 30 days thereafter until the research is complete and/or Council is satisfied with staff's response.

B. Motions

After preliminary discussion of an agenda item, the presiding officer shall call the matter for determination by the Council.

a. Main Motion: Any Council member desiring to offer a motion shall request recognition from the presiding officer.

b. Seconding Motions: Any Council member desiring to second motions shall request recognition from the presiding officer.

c. Special Courtesy: Where a matter is of special concern to a particular Council member, they may, prior to the beginning of the meeting, advise the presiding officer of their desire to offer or second the motion on that particular agenda item. Absent conflicting requests, the presiding officer shall so recognize the requesting member for the purpose of submitting the motion or second. In the event of conflicting requests, the presiding officer may recognize any one of the requesting Council members if they are unable to resolve the conflict among themselves.

d. Lack of Motion or Second: If no member offers a motion, the presiding officer shall again call for motions; if no motion is presented after the second calling, the presiding officer shall declare the item fails for lack of motion. Similarly, if no one seconds another member's motion, the presiding officer shall declare that the motion fails for lack of a second.

e. Debate of Motions: Upon a motion having been offered and seconded, the presiding officer shall state the motion and submit it for further debate by the Council if desired. Debate shall be limited to the merits of the agenda item and addressed to the presiding officer.

f. Amendments to Motions: A member may move to amend the motion, which shall require a second. An amendment must be germane to the main motion. To avoid confusion, a third amendment shall not be permitted; however, a member may, in the course of debate on the amendment, announce that if the amendment fails, they intend to introduce another amendment and may briefly state the nature and content thereof.

g. Previous Question: A member may move the previous question (2/3 vote required-stops debate and order an immediate vote).

h. Reconsider: A member may move to reconsider the vote by which...was voted. (In order same day motion was made and mover must have voted with the majority; or, in order at next meeting if mover was absent at previous meeting and votes of absentees could affect outcome.)

i. Ordinances: A member may move to adopt an ordinance, waive reading of the ordinance, reading only the title, and declare an emergency if applicable.

(Charter, Sec. 2-13 Ordinance: Passage. Every proposed ordinance shall be read ...)

After allowing a reasonable but not unduly lengthy time for debate of the motion, the presiding officer shall put the question to a vote.

C. Roll Call Votes

The clerk shall call the roll of Council members present and record each vote or use an electronic voting system that displays the vote of each Council member publicly. Council members may vote "yes", "no", or "abstain". A Council member may not pass. The presiding officer will announce the vote, or they shall request the clerk to announce the vote. A Council member may change their vote only before the results of the vote are announced by the presiding officer. Amendments shall be voted on prior to the main motion, with secondary amendments voted on prior to primary amendments.

(Charter, Sec. 2-11. The vote on any question shall be by roll call and shall be entered in the journal. A councilmember may abstain from voting in which case the abstention shall constitute neither a negative nor affirmative vote. The passage of an ordinance or resolution shall require at least five (5) affirmative votes.)

D. Number of Votes Required

When an item requires five (5) or more affirmative votes for passage, and one or more members of the Council are absent from the meeting where the item is originally considered, if not approved, such item shall be continued or rescheduled for a vote thereon at the next meeting of the Council in the following instances:

a. When the question requires five (5) affirmative votes and there are less than three (3) votes in opposition to the question;

b. When the question requires six (6) affirmative votes and there are less than two (2) votes in opposition to the question.

(Charter, Sec. 2-2. When the Mayor is absent and the question before the Council requires five (5) affirmative votes for passage and the votes cast result in a tie of four (4) affirmative votes and four (4) negative votes, the matter will be continued or rescheduled for the next regular meeting of the Council when the Mayor will be in attendance.

Charter, 2-11 The passage of an ordinance or resolution shall require at least five (5) affirmative votes.)

E. Reconsideration of Items

An item previously decided by the Council may be placed on the agenda as a new item of business under the following circumstances:

- a. When the vote by the Council occurred at least six (6) months before the item again appears on the agenda.
- b. Annually, when Council members have been sworn into office and the item was voted on by the previous administration.
- c. When the vote(s) of absent Council member(s) could change the outcome of the matter previously voted on.
- d. If an agenda item is tabled indefinitely by Council, the initiator is required to come back with an update to the City Council within sixty (60) days and every thirty (30) days thereafter until the item is completed. The update will be placed on the agenda and discussed during a regular or special meeting.

F. Public Hearing

When the agenda item requires a public hearing, the presiding officer shall request staff comment, allow for questions by the council, open the public hearing for public comment, and close the public hearing. The presiding officer may call upon a member of the audience to participate during the public hearing if the individual has expertise or background information on the item.

G. Absence of Council Member

In the event that a Council member anticipates being absent from a special or regular meeting of the Council, said Council member may indicate how such member would have voted on an issue before the Council had the Council member not been absent from such meeting. In such event, a Council member who plans to miss a meeting of the Council or miss a roll call vote on an item before the Council could state, for the record, how the Council member would have voted had the Council member not missed the meeting or the roll call by giving their vote to the City Clerk before the meeting. After the results of the vote have been announced, the City Clerk will then read and enter into the record how such member would have voted had they not missed the meeting or the roll call. Provided, however, that the Council member's intended vote shall not count for the purpose of passage or non-passage of the issue before the Council for which the intended vote was entered into the record. The City Clerk shall enter into the official minutes of the Council the name of the absent Council member, the intended vote of the absent Council member, and that the intended vote was not considered in deciding the issue before the Council for which the intended vote was recorded.

H. Staff Attendance

The City Manager, City Clerk and City Attorney (or their deputy/assistants) shall attend all regular and special Council meetings. Attendance of other City personnel shall be required only when there are agenda items which affect their particular responsibility.

I. Appointment of Council Committees

On their own determination, or on a vote of Council, the Mayor may appoint a special committee of the Council to investigate and study a particular matter in depth and report its findings and recommendations to the Council. Each committee shall consist of a minimum of a chairman and two other members. If requested

by the committee of the Council, the City Manager shall appoint a member of the City staff to serve in a non-voting capacity to assist the committee.

Meetings of committees are subject to compliance with the Open Meeting Law. The Committee's report shall be submitted to the Council for action.

J. Advisory Non-Voting Representative/Liaison

On motion and with approval of the majority of the entire Council, advisory non-voting representation may be extended to a representative/liaison of any government agency whose principal place of business and the conduct of its principal operations are located within the corporate limits of the City of Lawton, Oklahoma. The seating arrangement to accommodate the agency's representative/liaison to the Council shall be as determined by the Council.

The invited agency shall select its representative/liaison to attend meetings of the Council.

The agency's representative/liaison may ask to be recognized by the Mayor to participate in debate on matters of interest to the agency. The privilege does not in and of itself open the item to public discussion without the permission of the council as provided in Section 5.A.2 of these rules. The agency's representative/liaison shall not be entitled to vote on any matter before the Council nor shall the agency's representative/liaison attend or be present at any executive session of the Council.

The agency's representative/liaison will be provided an agenda packet for each Council meeting without charge. The representative/liaison may submit an agenda item for Council consideration to the Mayor or any Council member.

K. Meeting Decorum/Maintaining Order

- a. **Governing Body:** In furtherance of the stated purpose of this policy, all members of the governing body are expected to conduct themselves during Council meetings in a dignified and orderly manner. Threats, personal attacks, demeaning comments, negative comments about private business or financial matters, yelling and the like are strictly prohibited. In the event of such conduct/statements, the Mayor shall make reasonable attempts to regain control of the meeting. If the Mayor is unable to promptly do so, the meeting shall be recessed for a "cooling-off" period. After a short recess, the Mayor shall re-open the meeting and continue the conduct of business. If order in the meeting has not been restored after the "cooling-off" period, the meeting may be continued to another date and time certain upon motion and a vote of the Council. In no event will a member of the governing body be removed from the meeting area while the meeting is still in active session.
- b. **Seating in the Wayne Gilley Auditorium:** The front row of chairs in the Wayne Gilley Auditorium is reserved for optional use by City of Lawton staff, credentialed members of the media, and guests invited by City staff for the purpose of presentations. While these individuals may choose to sit in other available seating, this reserved row is intended to provide convenient access for those who may need to participate directly in Council proceedings. All other attendees are asked to select seating beyond the front row to maintain this reserved arrangement. Additionally, individuals requiring special accommodations under the Americans with Disabilities Act (ADA) are encouraged to contact City staff in advance to ensure that appropriate seating and support are made available to meet their needs.
- c. **Audience:** Audience participation is encouraged, but if the privilege is abused it may be forfeited

in the future. Interaction between members of the governing body and the audience while a meeting is in session shall occur in accordance with the provisions of this policy, or if not addressed in this policy, in accordance with Roberts Rules of Order incorporated herein by reference. Any members of the audience making threats, engaging in personal attacks, making demeaning comments, yelling or otherwise disrupting the orderly conduct of the meeting shall be warned by the Mayor to cease and desist, or they will be removed from the meeting at the direction of the Mayor. Any audience member(s) who fails to cease and desist shall be removed. Non-verbal gestures by audience members such as shaking one's head, shrugging of the shoulders, thumbs down and the like will not be considered grounds for a warning or removal from the meeting. If any audience member is removed due to disruptive or abusive behavior, they forfeit the privilege of speaking during audience participation for a period of no less than six months. The presiding officer shall determine, at their discretion, the duration for which the offending individual's speaking privileges will be forfeited during audience participation.

d. Electronic Devices: Council members will not discuss public business with other council members or their constituents while on the dais. This includes electronic communication on all personal and city issued electronic devices.

e. Recording Devices & Associated Equipment: For safety and compliance with fire code regulations, citizens and members of the media are not permitted to set up equipment-supported recording devices in any of the aisles within the Wayne Gilley Auditorium. The use of recording devices and associated equipment is also prohibited in the immediate proximity of the dais to maintain a clear, safe pathway for all attendees. Citizens and members of the media are also prohibited from using recording devices and associated equipment on the stairs and balcony. Equipment-supported recording devices may only be used in designated areas of the Wayne Gilley Auditorium. These areas include the back of the auditorium and the east and west side sections at the back. Individuals needing sound amplification or other reasonable accommodations under the Americans with Disabilities Act (ADA) may request an exception to this policy. All requests must be submitted to the Communications and Marketing Department no less than three business days before the meeting for which the accommodations are needed. This arrangement ensures that recordings can be made without obstructing views or walkways for other attendees, while also providing support for those with specific accessibility needs. Individuals who set up equipment outside of these areas will be asked to relocate to an appropriate space. The City of Lawton's Communications & Marketing Team reserves the right to operate in areas closed to the general public if needed/required.

6. MINUTES

Minutes of each meeting of the Council shall be prepared by the Clerk and submitted at a subsequent Council meeting for approval. The minutes shall summarize the Council's deliberations and record the action of the Council on each item. The Clerk shall maintain a record of the approved minutes.

7. COMMITTEES

Committees may be created to study a particular issue or matter in depth and report their findings and recommendations to the City Council. The composition of the committee will be determined based on the nature of the subject matter being reviewed and may include Council members only, citizens only, or a combination thereof. If requested by the Council, the City Manager shall appoint a member(s) of the City staff to serve in a non-voting capacity to assist the committee. Each committee shall consist of a minimum of a chairman and two (2) other members.

A. Council Member Committees

By majority vote of the Council or on determination of the Mayor, a committee of Council members only may be formed. Members of these committees created by the Council will be nominated by the Council, and Mayoral committees will be nominated by the Mayor. All members of either committee will be approved by majority vote of the Council. All meetings of Council member committees will be preceded by public notice and conducted in compliance with the Open Meeting Act.

B. Citizen Committees

By majority vote of the Council or on determination of the Mayor, a committee of citizen members only may be formed. Each council member will by name appoint one citizen who is a bona fide resident of and registered voter in their ward. The Mayor will by name appoint one citizen who is a bona fide resident of the City and a registered voter in the City. Each citizen appointed must remain a resident of and registered voter in the ward from which they were appointed, or in the case of the Mayor's appointment the City, for the duration of their appointment. No alternate may be appointed unless an appointed citizen gives notice that he/she they will no longer be serving on the committee. In such case, an alternate will be appointed in the same manner and with the same qualifications as the original appointee. All meetings of citizen committees will be preceded by public notice and conducted in compliance with the Open Meeting Act if so, directed by the Council when the committee is formed.

Councilmembers shall not nominate or reappoint any individual to a board, commission, or committee if the appointment would cause that individual to serve more than nine (9) consecutive years in total on the same body. Service is considered consecutive unless the individual has been off that same body for at least one full term of three (3) years.

Councilmembers shall also not make a nomination for appointment or reappointment to any board, commission, or committee if the resulting term would extend beyond their own elected term of office. In those cases, the current board or committee member will continue to serve on an expired term until the newly elected official takes office and may then choose to either reappoint the current member or nominate a new individual.

C. Council Member/Citizen Committees

By majority vote of the Council or on determination of the Mayor, a committee of both one or more Council members and citizens of Lawton with specific qualifications to study a particular issue or matter may be formed. Members of these committees will be nominated by name by one or more Council members and approved by majority vote of the Council. Each citizen appointed must remain a bona fide resident of and registered voter in the City for the duration of their appointment. An alternate will be appointed if a) an appointed citizen gives notice that they will no longer be serving on the committee or b) the ordinance establishing the committee permits the appointment of alternates. In such case, appointment of an alternate will be in the same manner and with the same qualifications as the original appointee. If more than one Council member is appointed to the committee, all meetings of the committee will be preceded by public notice and conducted in compliance with the Open Meeting Act.

Councilmembers shall not nominate or reappoint any individual to a board, commission, or committee if the appointment would cause that individual to serve more than nine (9) consecutive years in total on the same body. Service is considered consecutive unless the individual has been off that same body for at least one full term of three (3) years.

Councilmembers shall also not make a nomination for appointment or reappointment to any board, commission, or committee if the resulting term would extend beyond their own elected term of office. In those cases, the current board or committee member will continue to serve on an expired term until the newly

elected official takes office and may then choose to either reappoint the current member or nominate a new individual.

D. Trust Authorities

Trust authorities may be created as authorized by the City Council and shall operate in accordance with the purposes, duties, and limitations established in their respective trust indentures. Each trust authority functions as an independent public trust, and its actions are governed by its indenture, applicable state law, and any amendments approved by the Council as beneficiary. All meetings of trust authorities will be preceded by public notice and conducted in compliance with the Oklahoma Open Meeting Act.

Members of trust authorities will be appointed in accordance with the appointment provisions established within each trust indenture. Appointments and reappointments will be made by name and approved by majority vote of the Council. Councilmembers shall not nominate or reappoint any individual to a trust authority if the appointment would cause that individual to serve more than nine (9) consecutive years in total on the same trust. Service is considered consecutive unless the individual has been off that same trust authority for at least one full term.

(Charter, 2-6 The City Clerk shall ... serve as clerical officer of the Council. He shall keep the journal for its proceedings, ...)

(All amendments to this document should be coordinated with the City Clerk's Office, who maintains the original document on file.)

(CP 1-6 Amended, 12/2/26; CP 1-6 Amended, 10/28/25; CP 1-6 Amended, 12/10/24; CP 1-6 Amended, 03/28/2023; CP 1-6 Amended, 12/13/2022; CP 1-6, Amended, 10/11/2022; CP 1-6, Amended, 06/12/2018; CP 1-6, Amended, 04/10/2018; CP 1-6, Amended, 08/08/2006; CP 1-6, Amended, 05/11/2004; CP 1-6, Amended, 08/28/2001; CP 1-6, Amended, 02/23/1999; CP 1-6, Amended, 01/12/1999; CP 1-6, Amended, 11/10/1998; CP 1-6, Added, 05/13/1997)

Item Title:

Consider accepting \$20,000.00 from Builders Investment Group LLC and approving a Release of Lien for several liens on several properties bought at the county tax resale or from the county directly, allowing the developer to continue building brand-new, affordable duplexes and cottages across the City of Lawton.

Initiator: John Ratliff, City Manager

Information Source: Christine James, Director

Background:

Buliders Investment Group LLC has firmly established their desire to build brand-new homes at an affordable price within the Lawton community. In 2022, they purchased 61 lots in the Lawton View area from the Lawton Urban Renewal Authority and to date have built 34 brand-new duplexes and 18 brand-new cottages. They have 13 more currently under construction. The homes range from 2-bed, 2-bath to 3-bed, 2-bath, some even with a one-car attached garage.

Within the Lawton View area, Builders Investment Group LLC has also rebuilt or repaired their neighbor's porches at no cost to the property owners. For the last two Thanksgivings, they also delivered hams and turkeys. These acts were purely to show the neighbors that they are here to stay and want to build relationships within the community. Builders Investment Group LLC has also built new homes outside of the Lawton View area and desires to continue to do so throughout the City. Their goal is to continue to build affordable homes in areas that need infill to help revitalize the neighborhood.

Builders Investment Group LLC has recently bought several lots at the county tax sale or from the county directly. They desire to continue building residential homes on these lots, but in order to keep the price affordable, they are requesting that the City of Lawton accept a reduced payoff for the outstanding City liens upon the properties. Builders Investment Group LLC has offered \$20,000.00 in exchange for a Release of Lien releasing a total of 51 liens on 9 properties.

Upon the release of these liens, new homes will be built, providing individuals within the Lawton community the opportunity to purchase a brand-new home which, before now, may not have seemed possible. These individuals who purchase homes are more likely to stay in the community. There is also a long-term economic benefit for the community when a vacant lot gets built on. For example, property taxes for two vacant lots within Lawton View is roughly \$107 annually; after a duplex is built, those same lots now collect roughly \$3,676 in annual property taxes.

Correlation to the True North Statement:**Exhibit:**

Release of Lien

Pictures of previous builds

Key Issues:

N/A

Funding Source:

Revenue

Recommended Action:

Accept \$20,000.00 from Builders Investment Group LLC and approve a Release of Lien for several liens on several properties bought at the county tax resale or from the county directly, allowing the developer to continue building brand-new, affordable duplexes and cottages across the City of Lawton.

ATTACHMENTS:

1. Release of Lien
2. Pictures of previous builds



Office of the City Clerk
212 SW 9TH Street
Lawton, Oklahoma 73501
(580) 581-3305 FAX (580) 581-3515

Comanche County Clerk
Comanche County Courthouse
Lawton, Oklahoma 73501

RELEASE OF LIEN

December 3, 2025

The City of Lawton, Oklahoma, hereby releases its lien upon the following described property to-wit:

LLOYD BLK 16 LOT 6, 1612 SW E Ave, Lawton, Oklahoma, owned by **Anderson, Jacquette Ruth**, filed in Book 9760 Page 174, Book 9636 Page 092, Book 9636 Page 090, Book 9604 Page 023, Book 9508 Page 301, Book 9431 Page 252, Book 9278 Page 122, Book 9126 Page 296, and Book 8980 Page 130. (Settlement Agreement)

Beal Addition, A tract Beginning 50' North of the Southwest Corner of Block 26; Thence North 43 1/3'; Thence East 50'; Thence South 43 1/3'; Thence West 50' to the Point of Beginning, 1104 SW 9th Street, Lawton, Oklahoma, owned by **Francisco Chavez**, filed in Book 9460 Page 75 and Book 7321 Page 211. (Settlement Agreement)

Country Club Heights Addition, Block Two (2), Lot Thirty-Seven (37), to the City of Lawton, Comanche County, Oklahoma, according to the recorded plat thereof, 4549 SW G Avenue, Lawton, Oklahoma, owned by **Marin Banica**, filed in Book 9641 Page 135, Book 9528 Page 112, Book 9436 Page 145, Book 9354 Page 001, Book 9257 Page 076, Book 9130 Page 064, Book 8289 Page 110, Book 8218 Page 204, Book 6684 Page 114, Book 6590 Page 194 and Book 6328 Page 060. (Settlement Agreement)

LAWTON HEIGHTS BLK 62 PT OF LOTS 15-16 BEING BEG NW/C ORIG LOT 2, S 1317 E 55'N 131'7 W 55' TO PT OF BEG, 1218 NW IRIWN AVE, LAWTON, OKLAHOMA, OWNED BY **JONES. ALLAN L**, filed in Book 9748 Page 089, Book 9627 Page 181, Book 9419 Page 206, Book 9365 Page 194, Book 9365 Page 186, Book 9178 Page 138 and Book 9167 Page 296. (Settlement Agreement)

LAWTON VIEW BLK 30 LOTS 11-12, 1816 SW Jefferson Avenue, Lawton, Oklahoma, owned by **John & Marcella Ebert**, filed in Book 9666 Page 177 and Book 9534 Page 185. (Settlement Agreement)

Lawton View Addition, Block Seventeen (17), Lots Twenty-Five (25) and Twenty-Six (26), to the City of Lawton, Comanche County, Oklahoma, according to the recorded plat thereof, 1607 SW. Jefferson Avenue, owned by **Brays Investments**, filed in Book 9994 Page 010, Book 9907 Page 271, Book 9792 Page 046, Book 9627 Page 181, Book 9485 Page 133, and Book 8980 Page 136. (Settlement Agreement)

Florida Addition, Block Two (2), Lot Seven (7), 1711 SW 12th Street, Lawton, Oklahoma, owned by **Ashley Paige Brazzel**, filed in Book 9716 Page 184, Book 9534 Page 185, and Book 9503 Page 144. (Settlement Agreement)

MCCLUNG BLK 16 E 80' OF LOTS 6-8, 1401 SW 8th Street, Lawton, Oklahoma, owned by **Brays Investments**, filed in Book 9949 Page 071, Book 9892 Page 145, Book 9618 Page 263, Book 9489 Page 066, Book 9431 Page 252, and Book 9253 Page 241. (Settlement Agreement)

PATTERSON BLK 6 LOT 30, 911 SW 29TH ST, LAWTON, OKLAHOMA, OWNED BY **HENRY, LELAND D**, filed in Book 9716 Page 183, Book 9563 Page 057, Book 9431 Page 252, and Book 9330 Page 303. (Settlement Agreement)

Patterson Addition, Block 6, Lot 30, 911 SW 29th Street, Lawton, Oklahoma, owned by **Jimmy D & Waunema C Walker**, filed in Book 8670 Page 205. (Settlement Agreement)

Donalynn Blazek-Scherler, City Clerk

STATE OF OKLAHOMA
COUNTY OF COMANCHE

Before me, a notary public in and for said county and state, on this ____ day of _____, 2025, personally appeared Donalynn Blazek-Scherler, to me known to be the identical person who executed the within and foregoing instrument and acknowledged to me that she executed the same as her free and voluntary act and deed for the uses and purposes therein set forth.

Notary Public

Expiration Date:

Commission Number:



New Duplexes on Old LURA Lots
In Lawton View Addition



New Cottages on Old LURA Lots
In Lawton View Addition

Item Title:

Considering accepting a letter of request from the Lawton Metropolitan Planning Organization (LMPO) and approving an amendment for each one of the three memorandums of understanding the City has with the LMPO for the annual grants managed by the LMPO, allowing the LMPO to retain a total of \$150,000 for future transportation related contracts.

Initiator: Christine James, Director

Information Source: Christine James, Director

Background:

The LMPO receives three grants each year to fund transportation planning activities. These grants are 80% federal funds and 20% local funds and are provided as a reimbursement grant. This requires the LMPO to pay upfront for 100% of expenses then file for reimbursement of 80%.

The City of Lawton and the LMPO have an annual Memorandum of Understanding (MOU) for each of the three grants the LMPO receives. In these MOUs the City would provide the 20% local match for the grant by funding the staff time for the LMPO Staff. The cost of Staff time with two Transportation Planners is more than the 20% local match, therefore the past MOUs required the LMPO to reimburse the City for this difference at the end of each year.

In late 2020 and early 2021, the FY20 audit was completed and preparations began for the budget for FY22. At that time, there was only one Transportation Planner and the Staff time in FY21 and the projected Staff time for FY22 was now less than 20% of the total MPO budget; this would have required the City to fund the remainder of the 20% from another unbudgeted source. The solution at the time was to allow the LMPO to withhold the FY20 reimbursement of \$110,430.24 to avoid the unfunded liability to the City. A sentence was also added to the FY22 MOUs that allowed the LMPO director to delay FY21's reimbursement and possibly delay future reimbursements if there is concern that doing otherwise could create "an unfunded liability on the City of Lawton."

In FY22, the Finance Department and ODOT both agreed that the LMPO should fully encumber funds needed for each contract before the execution of such. In the past, the LMPO relied on receiving reimbursements from ODOT to fund the remainder of large contracts, which if there was a delay in reimbursement, would leave the LMPO unable to pay or fully pay invoices. The FY23 MOUs included an additional statement that the director could delay the reimbursement to the City if reimbursing the City "might negatively impact the operating account of the LMPO creating an unbudgeted liability on the City of Lawton."

After delaying the reimbursements for FY20-FY24, the LMPO has retained enough funds to be able to one hundred percent encumber any reasonable future contract it may enter into. Therefore, the LMPO is ready and able to reimburse the City all but \$150,000 which the LMPO anticipates would cover any future contracts such as the Travel Demand Model for the Metropolitan Transportation Plan. An amendment to each of the three MOUs, CMAQ, Transit (5303), and PL funds, for FY26 is needed to retain the funds. These funds are still due to the

City and future reimbursements will be made in accordance with the annual MOUs, while allowing the LMPO to maintain a cash balance of at least \$150,000. The reimbursement at this time for FY20-24, less the \$150,000, is \$196,903.26.

FY 20-25 reimbursements owed to the City by LMPO:

Year	Amount
FY 20	\$ 110,430.24
FY 21	\$ 16,499.63
FY 22	\$ 84,096.97
FY 23	\$ 42,157.51
FY 24	\$ 31,579.75
FY 25	\$ 62,139.16
Total	\$ 346,903.26

As of September 30th, the LMPO has a \$399,584.88 cash balance. After encumbering existing agreements, the cash available is \$359,394.30.

Staff recommendation:

LMPO owes to City	\$ 346,903.26
LMPO to retain for future encumbrances	\$ 150,000.00
LMPO to return to City	\$ 196,903.26

Correlation to the True North Statement:

Exhibit:

Letter of Request from LMPO
Amendment to the FY26 MOU for CMAQ
Amendment to the FY26 MOU for Transit (5303)
Amendment to the FY26 MOU for PL

Key Issues:

N/A

Funding Source:

Federal CMAQ, Transit (5303), and PL grants/Planning's Operational Budget

Recommended Action:

Accept a letter of request from the Lawton Metropolitan Planning Organization (LMPO) and approve an amendment for each one of the three memorandums of understanding the City has with the LMPO for the annual grants managed by the LMPO, allowing the LMPO to retain a total of \$150,000 for future transportation related contracts.

ATTACHMENTS:

1. Signed Letter to CoL
2. Amendment MOU_CMAQ

3. Amendment MOU_5303
4. Amendment MOU_PL



Lawton Metropolitan Planning Organization

212 Southwest 9th Street
Lawton, OK 73501-4078
Phone (580) 581-3375
www.lawtonmpo.org

November 19, 2025

City of Lawton
212 SW 9th Street
Lawton, OK 73501

Dear Mayor and City Council,

The Lawton Metropolitan Planning Organization (LMPO) is funded by a combination of 80% federal reimbursement grants and 20% local match. This local match is entirely staff time for City employees. This arrangement is governed by three annual Memorandum of Understandings (MOU) between the City and the LMPO, one for each grant. These MOUs include language that allows the LMPO to retain any local match above the 20% temporarily to ensure it is able to encumber funds for agreements.

The LMPO is requesting that \$150,000 of these funds be retained by the LMPO permanently.

Additionally, the LMPO requests that the City accept the reimbursed funds totaling \$196,903.26.

Included are the three amendments to our MOUs between the LMPO and the City of Lawton, regarding the retaining of a total of \$150,000.

Sincerely,

A handwritten signature in blue ink, appearing to read "Stanley Booker", is written over a large, stylized blue "Z" or "R" shaped mark.

Stanley Booker
Chairman, LMPO

AMENDMENT TO
A MEMORANDUM OF UNDERSTANDING BETWEEN THE LAWTON
METROPOLITAN PLANNING ORGANIZATION
AND THE CITY OF LAWTON FOR CONGESTION MITIGATION AND AIR
QUALITY (CMAQ)

This Amendment made as of this ____ day of _____, 2025, between the Lawton Metropolitan Planning Organization (hereinafter referred to as "LMPO") and the City of Lawton (hereinafter referred to as "City").

WHEREAS, LMPO and City entered into a memorandum of understanding for the use of CMAQ funds on June 12, 2025.

WHEREAS, within ninety days after the end of the fiscal year, LMPO is to provide the City with a reimbursement of 80% spent on eligible work, not to exceed \$180,000.

WHEREAS, LMPO has requested that they retain certain funds due to the City to allow LMPO to fully encumber future agreement(s) that may be needed for future LMPO activities that otherwise would require City to provide additional funds outside of normal budgeted funds.

NOW, THEREFORE, that in consideration of the covenants, agreements and representation hereinafter set forth, it is mutually agreed by the parties hereto that paragraph "II FINANCING" of the above forementioned memorandum of understanding read as follows:

II. FINANCING

Congestion mitigation in Lawton is funded from two sources: the Federal Highway Administration (FHWA) Congestion Mitigation and Air Quality (CMAQ) funds and the City of Lawton through the LMPO. THE FHWA funds will reimburse up to 80% of the eligible work effort, and the remaining 20% is the local funding match to be provided by the City of Lawton. Federal Fiscal Year 2026 CMAQ funds allocated to the LMPO total \$180,000, which requires a local match of \$45,000 provided by the City of Lawton.

These funds are provided on a reimbursement basis. Therefore, the initial cost will be funded by the City of Lawton and/or the LMPO and will then be reimbursed by the ODOT. The LMPO agrees to reimburse the City of Lawton an amount not to exceed \$144,000, or 80% of \$180,000 which is allocated in FY 2026, upon completion of LMPO's annual audit but no later than December 31st of each year. The City of Lawton agrees that the LMPO may withhold certain funds from the reimbursement to allow the LMPO to fully encumber future agreement(s) that may be needed for future LMPO activities that otherwise would create an unbudgeted

liability on the City of Lawton.

After reimbursement in accordance with this memorandum and the two other annually memorandums between the LMPO and the City of Lawton, the LMPO shall maintain a bank balance of \$150,000.

Except where specifically mentioned above, the original memorandum dated June 12, 2025 shall remain in full effect.

IN WITNESS WHEREOF, LMPO and City have executed this Agreement as of the date first above written.

LAWTON METROPOLITAN
PLANNING ORGANIZATION

CITY OF LAWTON

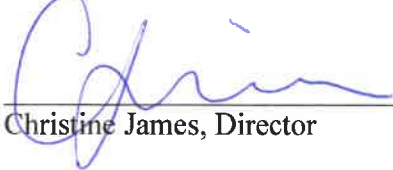


Stanley Booker, Chairman

Stanley Booker, Mayor

ATTEST:

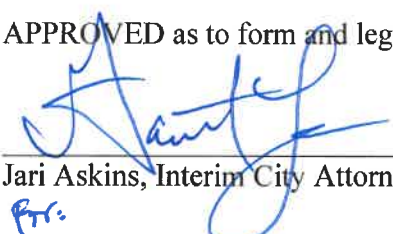
ATTEST:



Christine James, Director

Donalynn Blazek-Scherler, City Clerk

APPROVED as to form and legality this 14th day of November, 2025.



Jari Askins, Interim City Attorney
Prr.

AMENDMENT TO
A MEMORANDUM OF UNDERSTANDING BETWEEN THE LAWTON
METROPOLITAN PLANNING ORGANIZATION
AND THE CITY OF LAWTON FOR TRANSIT ACTIVITIES IN THE LAWTON
METROPOLITAN AREA TRANSPORTATION STUDY

This Amendment made as of this ____ day of _____, 2025, between the Lawton Metropolitan Planning Organization (hereinafter referred to as "LMPO") and the City of Lawton (hereinafter referred to as "City").

WHEREAS, LMPO and City entered into a memorandum of understanding for the use of Section 5303 funds on June 12, 2025.

WHEREAS, within ninety days after the end of the fiscal year, LMPO is to provide the City with a reimbursement of 80% spent on eligible work, not to exceed \$65,616.

WHEREAS, LMPO has requested that they retain certain funds due to the City to allow LMPO to fully encumber future agreement(s) that may be needed for future LMPO activities that otherwise would require City to provide additional funds outside of normal budgeted funds.

NOW, THEREFORE, that in consideration of the covenants, agreements and representation hereinafter set forth, it is mutually agreed by the parties hereto that paragraph "III FINANCING" of the above forementioned memorandum of understanding read as follows:

III. FINANCING

FTA Section 5303 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. The UPWP outlines the budget for Section 5303 transit planning for FY26 as \$82,020.

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. These projects will be funded 80% FHWA PL & FTA Section 5303 grants and 20% City of Lawton.

The LMPO agrees to reimburse the City of Lawton an amount not to exceed \$65,616, or 80% of \$82,020 which is allocated in Section 5303 grant funds apportioned in FY 2026, upon completion of LMPO's annual audit but no later than December 31st of each year. The City of Lawton agrees that the LMPO may withhold certain funds from the reimbursement to allow the LMPO to fully encumber future agreement(s) that may be needed for future LMPO activities that otherwise would

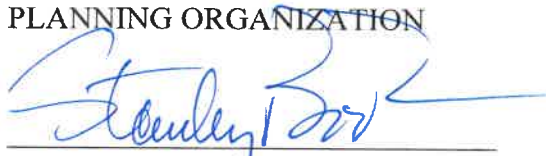
create an unbudgeted liability on the City of Lawton.

After reimbursement in accordance with this memorandum and the two other annually memorandums between the LMPO and the City of Lawton, the LMPO shall maintain a bank balance of \$150,000.

Except where specifically mentioned above, the original memorandum dated June 12, 2025 shall remain in full effect.

IN WITNESS WHEREOF, LMPO and City have executed this Agreement as of the date first above written.

LAWTON METROPOLITAN
PLANNING ORGANIZATION


Stanley Booker, Chairman

CITY OF LAWTON

Stanley Booker, Mayor

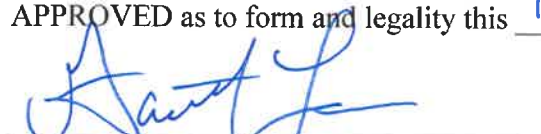
ATTEST:


Christine James, Director

ATTEST:

Donalynn Blazek-Scherler, City Clerk

APPROVED as to form and legality this 14th day of November, 2025.


Jari Askins, Interim City Attorney
For:

AMENDMENT TO
A MEMORANDUM OF UNDERSTANDING BETWEEN THE LAWTON
METROPOLITAN PLANNING ORGANIZATION
AND THE CITY OF LAWTON FOR THE LAWTON METROPOLITAN AREA
TRANSPORTATION STUDY

This Amendment made as of this ____ day of _____, 2025, between the Lawton Metropolitan Planning Organization (hereinafter referred to as "LMPO") and the City of Lawton (hereinafter referred to as "City").

WHEREAS, LMPO and City entered into a memorandum of understanding for the use of FHWA PL funds on June 12, 2025.

WHEREAS, within ninety days after the end of the fiscal year, LMPO is to provide the City with a reimbursement of 80% spent on eligible work, not to exceed \$137,328.

WHEREAS, LMPO has requested that they retain certain funds due to the City to allow LMPO to fully encumber future agreement(s) that may be needed for future LMPO activities that otherwise would require City to provide additional funds outside of normal budgeted funds.

NOW, THEREFORE, that in consideration of the covenants, agreements and representation hereinafter set forth, it is mutually agreed by the parties hereto that paragraph "II FINANCING" of the above forementioned memorandum of understanding read as follows:

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 2026 PL funds available are \$160,758. The amount of PL funds applied for in FY 2026 is \$137,328.

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 \$109,862.40, or 80% of \$137,328 which is allocated in transportation planning grant funds apportioned in FY 2026, upon completion of LMPO's annual audit but no later than December 31st of each year. The City of Lawton agrees that the LMPO may

withhold certain funds from the reimbursement to allow the LMPO to fully encumber future agreement(s) that may be needed for future LMPO activities that otherwise would create an unbudgeted liability on the City of Lawton.

After reimbursement in accordance with this memorandum and the two other annually memorandums between the LMPO and the City of Lawton, the LMPO shall maintain a bank balance of \$150,000.

Except where specifically mentioned above, the original memorandum dated June 12, 2025 shall remain in full effect.

IN WITNESS WHEREOF, LMPO and City have executed this Agreement as of the date first above written.

LAWTON METROPOLITAN
PLANNING ORGANIZATION



Stanley Booker, Chairman

CITY OF LAWTON

Stanley Booker, Mayor

ATTEST:

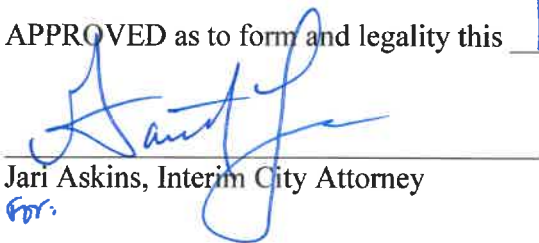


Christine James, Director

ATTEST:

Donalynn Blazek-Scherler, City Clerk

APPROVED as to form and legality this 14th day of November, 2025.



Jari Askins, Interim City Attorney

for:

Item Title:

Consider accepting a reimbursement of \$196,903.26 from the Lawton Metropolitan Planning Organization (LMPO) in accordance with the annual memorandum of understandings between LMPO and the City, and consider approving a resolution amending the City of Lawton FYE26 budget, as amended, to appropriate said reimbursement to the Capital Improvement Fund for the Gore Boulevard Traffic Signalization Timing Project.

Initiator: Christine James, Director

Information Source: Christine James, Director

Background:

This is a companion item to 2025-1562 and is required to accept the reimbursement due to the City from the LMPO.

The LMPO receives three grants each year to fund transportation planning activities. These grants are 80% federal funds and 20% local funds and are provided as a reimbursement grant. This requires the LMPO to pay upfront for 100% of expenses then file for reimbursement of 80%.

The City of Lawton and the LMPO have an annual Memorandum of Understanding (MOU) for each of the three grants the LMPO receives. In these MOUs the City would provide the 20% local match for the grant by funding the staff time for the LMPO Staff. The cost of Staff time with two Transportation Planners is more than the 20% local match, therefore the past MOUs required the LMPO to reimburse the City for this difference at the end of each year.

In late 2020 and early 2021, the FY20 audit was completed and preparations began for the budget for FY22. At that time there was only one Transportation Planner and the Staff time in FY21 and the projected Staff time for FY22 was now less than 20% of the total MPO budget; this would have required the City to fund the remainder of the 20% from another unbudgeted source. The solution at the time was to allow the LMPO to withhold the FY20 reimbursement of \$110,430.24 to avoid the unfunded liability to the City. A sentence was also added to the FY22 MOUs that allowed the LMPO director to delay FY21's reimbursement and possibly delay future reimbursements if there is concern that doing otherwise could create "an unfunded liability on the City of Lawton."

In FY22, the Finance Department and ODOT both agreed that the LMPO should fully encumber funds needed for each contract before the execution of such. In the past, the LMPO relied on receiving reimbursements from ODOT to fund the remainder of large contracts, which if there was a delay in reimbursement, would leave the LMPO unable to pay or fully pay invoices. The FY23 MOUs included an additional statement that the director could delay the reimbursement to the City if reimbursing the City "might negatively impact the operating account of the LMPO creating an unbudgeted liability on the City of Lawton."

After delaying the reimbursements for FY20-FY24, the LMPO has retained enough funds to be able to one hundred percent encumber any reasonable future contract it may enter into.

Therefore, the LMPO is ready and able to reimburse the City all but \$150,000 which the LMPO anticipates would cover any future contracts such as the Travel Demand Model for the Metropolitan Transportation Plan. An amendment to each of the three MOUs, CMAQ, Transit (5303), and PL funds, for FY26 is needed to retain the funds. These funds are still due to the City and future reimbursements will be made in accordance with the annual MOUs, while allowing the LMPO to maintain a cash balance of at least \$150,000. The reimbursement at this time for FY20-24, less the \$150,000, is \$196,903.26.

FY 20-25 reimbursements owed to the City by LMPO:

Year	Amount
FY 20	\$ 110,430.24
FY 21	\$ 16,499.63
FY 22	\$ 84,096.97
FY 23	\$ 42,157.51
FY 24	\$ 31,579.75
FY 25	\$ 62,139.16
Total	\$ 346,903.26

As of September 30th, the LMPO has a \$399,584.88 cash balance. After encumbering existing agreements, the cash available is \$359,394.30.

Staff recommendation:

LMPO owes to City	\$ 346,903.26
LMPO to retain for future encumbrances	\$ 150,000.00
LMPO to return to City	\$ 196,903.26

Should Council desire that the reimbursement be used for the Gore Boulevard Traffic Signalization Timing Project, a budget amendment is needed to appropriate \$196,903.26 to the Capital Improvement Fund for the project.

Correlation to the True North Statement:

Exhibit:

Resolution 25-_____

Key Issues:

N/A

Funding Source:

Reimbursement from LMPO

Recommended Action:

Accept a reimbursement of \$196,903.26 from the Lawton Metropolitan Planning Organization (LMPO) in accordance with the annual memorandum of understandings between LMPO and the City, and approve a resolution amending the City of Lawton FYE26 budget, as amended, to appropriate said reimbursement to the Capital Improvement Fund for the Gore Boulevard Traffic Signalization Timing Project.

ATTACHMENTS:

1. 12.02.25 LMPO Reimbursement Resolution

**CITY OF LAWTON, OKLAHOMA
RESOLUTION NO. 25-_____**

A RESOLUTION AMENDING RESOLUTION NO. 25-147, WHEREBY THE CITY OF LAWTON, OKLAHOMA BUDGET FOR FISCAL YEAR 2025-2026 WAS ORIGINALLY ADOPTED, AND AS PREVIOUSLY AMENDED BY RESOLUTION NO. 25-184, RESOLUTION NO. 25-191, RESOLUTION NO. 25-192, RESOLUTION NO. 25-213, RESOLUTION NO. 25-216, RESOLUTION NO. 25-237, RESOLUTION NO. 25-259, RESOLUTION NO. 25-262, AND RESOLUTION NO. 25-_____, TO APPROPRIATE ONE HUNDRED NINETY-SIX THOUSAND NINE HUNDRED THREE AND 26/100 DOLLARS (\$196,903.26) TO THE CAPITAL IMPROVEMENT FUND FOR THE GORE BOULEVARD TRAFFIC SIGNALIZATION TIMING PROJECT.

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, 2026 (FY 2025-2026) 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. 25-147 approved the City of Lawton, Oklahoma budget for Fiscal Year 2025-2026, and established budget amendment authority; and

WHEREAS, Council previously approved Resolution No. 25-184, amending Resolution No. 25-147 by appropriating up to One Million Two Hundred Thousand and 00/100 Dollars (\$1,200,000.00) to the Emergency Reserve Fund for the repair of landfill cells six and seven; and

WHEREAS, Council previously approved Resolution No. 25-191, amending Resolution No. 25-147 by appropriating Five Million Seven Hundred Two Thousand Sixty-Four and 18/100 Dollars (\$5,702,064.18) to the Grant Fund for the completion of the Elmer Thomas Park Aquatic Center and Two Million Six Hundred Fifty-Nine Thousand Three Hundred Seventy-Two and 54/100 Dollars (\$2,659,372.54) to the 2019 Capital Improvement Fund for the US-62 Interchange Project; and

WHEREAS, Council previously approved Resolution No. 25-192, amending Resolution No. 25-147 by appropriating Fifty-Three Thousand and 00/100 Dollars (\$53,000.00) to the Special Revenue Fund for critical fire training programs; and

WHEREAS, Council previously approved Resolution No. 25-213, amending Resolution No. 25-147 by appropriating Sixty-Six Thousand Three Hundred Thirty-One and 39/100 Dollars (\$66,331.39) to the General Fund and Four Thousand Five Hundred Thirty-Eight and 34/100 Dollars (\$4,538.34) to the Stormwater Fund for the repair of City facilities; and

WHEREAS, Council previously approved Resolution No. 25-216, amending Resolution No. 25-147 by appropriating Forty-One Thousand Twenty-Seven and 18/100 Dollars (\$41,027.18) in forfeiture funds to the Grant Fund for the purchase of a vehicle and other allowable expenses and One Thousand Nine Hundred Twenty-Seven and 27/100 Dollars (\$1,927.27) in funds reimbursed by the Ft. Sill Apache Casino to the General Fund for police overtime expenses; and

WHEREAS, Council previously approved Resolution No. 25-237, amending Resolution No. 25-147 by appropriating One Million Two Hundred Sixty-Nine Thousand Four Hundred Three and 92/100 dollars (\$1,269,403.92) to the General Fund for the repair of city facilities, One Million Five Hundred Twenty-Five Thousand Seven Hundred Six and 00/100 Dollars (\$1,525,706.00) to the General Fund for the Elmer Thomas Park Amphitheater and Lake Helen Boardwalk design, and Eight Thousand Three Hundred Seventy-Four and 35/100 Dollars (\$8,374.35) to the 2019 Capital Improvement Fund for the payment of final invoices relating to the PW2101 Landfill Cells 6 & 7 projects; and

WHEREAS, Council previously approved Resolution No. 25-259, amending Resolution No. 25-147 by appropriating Fourteen Thousand Three Hundred and 00/100 Dollars (\$14,300.00) to the Lakes Division's Repair and Maintenance account per paragraph B.2 of Section 19-4-411, Lawton City Code, and Thirty Million and 00/100 Dollars (\$30,000,000.00) to the 2019 Capital Improvement Fund for capital improvement projects; and

WHEREAS, Council previously approved Resolution No. 25-262, amending Resolution No. 25-147 by appropriating Eighty-Seven Thousand Three Hundred Forty and 00/100 Dollars (\$87,340.00) to the Cellular Fee Fund to fund up-front costs associated with the Oklahoma 911 Management Authority grant; and

WHEREAS, Council previously approved Resolution No. 25-_____, amending Resolution No. 25-147 by appropriating Forty Thousand and 00/100 Dollars (\$40,000.00) to the Fire Operations division's Supplies, Tools and Equipment account to fund new and replacement swift water rescue gear and equipment; and

WHEREAS, the City of Lawton has received reimbursement from the Lawton Metropolitan Planning Organization (LMPO) in accordance with the annual memorandum of understandings between LMPO and the City; and

WHEREAS, a budget amendment is needed to appropriate One Hundred Ninety-Six Thousand Nine Hundred Three and 26/100 Dollars (\$196,903.26) to the Capital Improvement Fund for the Gore Boulevard Traffic Signalization Timing Project.

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 2025-2026 Budget originally adopted on the 27th day of May, 2025, for the purpose of increasing appropriations in account 4350000-54130 by One Hundred Ninety-Six Thousand Nine Hundred Three and 26/100 Dollars (\$196,903.26).

SECTION 2. The City Council does hereby authorize the City Manager to transfer any unexpended and unencumbered appropriations, at any time throughout FY 2025-2026 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 2nd day of December, 2025.

(SEAL)

STANLEY BOOKER, MAYOR

ATTEST:

DONALYNN BLAZEK-SCHERLER, CITY CLERK

APPROVED as to form and legality this 2nd day of December, 2025.

JARI ASKINS, INTERIM CITY ATTORNEY

Item Title:

Consider accepting the Health Literacy grant of \$5,000 from the Oklahoma Department of Libraries for health literacy activities and authorizing the Mayor to sign necessary paperwork.

Initiator: Kristin Herr, Director

Information Source: Kristin Herr, Director

Background:

This is an annual grant that the Library has received for several years. This year's grant will provide funding for health classes and supplies.

Correlation to the True North Statement:

Everything that we do is for the Citizen.

Exhibit:**Key Issues:**

n/a

Funding Source:

n/a; grant

Recommended Action:

Accept the Health Literacy grant of \$5,000 from the Oklahoma Department of Libraries for health literacy activities and authorize the Mayor to sign necessary paperwork.

ATTACHMENTS:

1. Lawton FFY25 Health Contract - Partially Signed
2. Lawton FFY25 HEALTH Claim
3. Lawton FFY25 HEALTH Certification

CONTRACT
BETWEEN OKLAHOMA DEPARTMENT OF LIBRARIES
AND CITY OF LAWTON

I. CONTRACTING PARTIES

The contracting parties are the Oklahoma Department of Libraries, a state agency (Department), and City of Lawton, a municipal government (Subrecipient) (collectively known herein as the "Parties").

II. TERM OF THE CONTRACT

This Contract shall begin on the date of execution and shall terminate on October 15, 2026.

- a. In the event the Subrecipient fails to comply with the terms and conditions of this Contract, the Department may, upon written notice of such non-compliance to the Subrecipient, cancel the Contract effective upon receipt of notice. Such cancellation shall be in addition to any other rights and remedies provided for by law. This Contract may be terminated without cause by either party upon thirty (30) days written notice to the other party, or in accordance with the provisions set forth herein.
- b. The Parties of this contract understand and acknowledge any future contracts or renewals are not automatic nor implied by this Contract.

III. OBLIGATIONS OF THE SUBRECIPIENT

The Subrecipient shall render diligently and competently the services indicated, and in the manner set forth herein, which shall be binding on the Parties.

The Subrecipient shall:

- a. Use grant funds to achieve the goals and outcomes described in the approved project proposal.
- b. Partner with a minimum of one community organization in the implementation of grant activities.
- b. Publicize the grant, partnerships, and project activities across a minimum of three formats and/or community partners. Include acknowledgements using the provided language on any publications or presentations resulting from participation in the grant.
- c. Collect participant feedback of gains in knowledge and understanding using the survey provided in each program offered throughout this grant.
- d. Exchange ideas and best practices through engaging in meetings hosted by the Department.
- e. Agree to the *LSTA Certifications and Assurances*. A signed copy must be on file at the Department.
- f. Complete all project activities and expend grant funds by August 31, 2026.
- g. Submit a final project report by September 18, 2026. The final report will include a Narrative, Programs and Statistics Report, and Expenditure Report. The following items should be collected for inclusion in the final report:
 - i. a minimum of two photos, flyers, or newspaper articles reflecting the project activities; and

- ii. a minimum of one quote from a participant of the project activities.

IV. OBLIGATIONS OF THE DEPARTMENT

The Department shall carry out the subsequent administrative responsibilities:

- a. Approve the proposal, provide a contract, *LSTA Certifications and Assurances*, and claim form to the Subrecipient.
- b. Process grant payment to the Subrecipient upon receipt of a notarized claim form.
- c. Provide a means for Subrecipients to network and exchange information.
- d. Provide technical assistance and resources as needed.
- e. Review and approve the Final Report.

V. PROJECT FUNDING

In accordance with the terms of this Contract, the Department will grant **Five Thousand Dollars (\$5,000.00)** to carry out project activities as detailed in the approved proposal. Funding is provided by the Library Services and Technology Act through the Institute of Museum and Library Services.

- a. Expenditures for this project must conform to the approved budget and to applicable local, state, and federal laws and regulations, and are subject to all conditions of this Contract.
- b. Grant funds may not be used for entertainment, refreshments, or giveaways.
- c. Any deviations from the approved budget must be approved by the Department in writing.
- d. Subrecipient will sign, notarize, and submit to the Department a claim form not later than December 20, 2025. Failure to timely submit said notarized claim form may result in non-payment of the request.
- e. Payment will be made via electronic deposit within 45 days of receipt of the notarized claim form and the availability of federal funds.

VI. GENERAL PROVISIONS

a. Notices

Any notices to be given herein shall be sent by depositing such notice with the United States Postal Service, certified or registered mail, return receipt requested, with sufficient postage prepaid, addressed as specified below. Notice shall be deemed effective upon receipt or refusal of delivery. Either party may at any time designate any other address by giving written notice to the other party.

As to the Department:

ODL – State Records Center
Attn: Katherine Witzig
426 E Hill Street
Oklahoma City, OK 73105

As to the Subrecipient:

Lawton Public Library
Attn: Tanya Organ
110 SW 4th Street
Lawton, OK 73501

b. No Grant of Authority

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

c. Performance Suspension

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

d. Liability

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

e. Accident or Illness

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

f. Understanding Terms

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

VII. RECORDS MAINTENANCE AND ACCESS REQUIREMENTS

The Subrecipient agrees to maintain all financial and programmatic records, supporting documents, statistical records, and other records relating to this grant award for a period of three (3) years after the last State Program Report for the Oklahoma LSTA 5-Year Plan 2023-2027 is submitted, or until January 29, 2032, whichever is later.

Upon reasonable notice, the Department, Office of the Attorney General (OAG), the State Auditor's Office, the State Purchasing Director, or their representatives, shall be entitled to any books, records, and other documents and items for purpose of audit and examination at Subrecipient's premises during normal business hours at no additional cost. The Subrecipient further agrees to provide appropriate access by the aforementioned parties to any subcontractor's associated records. Subrecipient is required to retain records relative to the Contract for the duration of the Contract and for a period of seven (7) years following the completion or termination of this Contract. If a claim, audit,

litigation, or other action involving such records is started before the end of the seven-year period, the records are required to be maintained for two (2) years from the date that all issues arising out of the action are resolved, or until the end of the seven (7) year retention period, whichever is later.

VIII. VENUES AND APPLICABLE LAW

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

IX. ADDITIONAL REQUIREMENTS

- a. It is expressly agreed that the Subrecipient under this contract is an independent entity and under no circumstances shall any owners, officers, employees or volunteers of the Subrecipient be considered employees of the Department or the State of Oklahoma. The Subrecipient is responsible for all types of claims due to its volunteers, employees, or any third parties. The Subrecipient will indemnify and hold harmless the Department and the State of Oklahoma from and against any and all claims arising out of the Subrecipient's, or any of the Subrecipient's employees' or volunteers' performance, including, but not limited to, the use of automobiles or other transportation.
- b. The Subrecipient will comply with all applicable federal and state laws and any other requirements relevant to the performance of the Subrecipient under this contract, including, but not limited to, the rules and guidance as applicable found in the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 CFR § 200 and 2 CFR § 3187.
- c. All publicity related to the grant award must include acknowledgment of the Institute of Museum and Library Services in accordance with IMLS Acknowledgement Requirements and the Oklahoma Department of Libraries. Publicity includes, but is not limited to press releases, media events, public events, displays in the benefiting library, announcements on the Subrecipient's website, and materials distributed through the grant project. The Subrecipient shall provide the Department with one set of all public relations materials produced under this grant with the Final Report, with the submission of invoices and receipts, or upon request.
- d. The Department may terminate this Contract in whole or in part if funds sufficient to pay obligations under the Contract are not appropriated or received from an intended third-party funding source. In the event of such inefficiency, Subrecipient will be provided at least fifteen (15) calendar days' written notice of termination. The determination by the Department of insufficient funding shall be accepted by, and shall be final and binding on, the Subrecipient. Subrecipient shall immediately comply with notice terms upon receipt of notice and shall take all necessary steps to minimize the incurrence of costs affected by the notice. If an order or other payment mechanism has been issued and a product or service has been accepted as satisfactory prior to the effective date of termination, the termination does not relieve the obligation to pay for the product or service, but there shall not

be any liability for further payments or damages caused by or associated with such termination. The Department's exercise of its right to terminate under this provision shall not be considered a default or breach under the Contract or relieve the Subrecipient of any liability for claims arising under this Contract.

- e. In the event the Subrecipient does not comply with the terms of this contract, including the timetable, budget, and objectives, the Subrecipient will be given written notification of such noncompliance by the Department. The Subrecipient may appeal for reconsideration by providing the Department written evidence of compliance within twenty (20) days following receipt of such notification. Should noncompliance be confirmed, the Department may take possession of any items purchased under this contract for reassignment to other programs and projects.
- f. Evidence of failure to comply with the above policies shall result in a hold being placed on pending payments for all future grants until compliance can be assured.
- g. It is expressly agreed that any solicitation for, or receipt of, funds of any type by the Subrecipient is for the sole benefit of the Subrecipient and is not a solicitation for, or receipt of, funds for the Department.
- h. The Subrecipient acknowledges that the Department is subject to the Oklahoma Open Records Act set forth at 51 O.S. § 24A.1 *et seq.* The Subrecipient also acknowledges that compliance with the Oklahoma Open Records Act and all opinions of the Oklahoma Attorney General concerning the Act are required.
- i. The Subrecipient may not subcontract or assign any duties herein without the express written consent of the Department.

X. AMENDMENTS

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

XI. ENTIRE CONTRACT

This instrument, consisting of six pages, and including the *LSTA Certifications and Assurances* as incorporated herein, constitutes the entire Contract between the Parties. All oral or written agreements between the Parties relating to the subject matter of this Contract, if any, have been reduced to writing and are contained herein.

XII. EXECUTION OF CONTRACT

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

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

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

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

SIGNATURES

On behalf of the Subrecipient:

Kriston Herr, Director

Typed name and title of signor



Signature

11/21/25

Date

On behalf of the Department:

Natalie Currie, Executive Director

Signature

Date

Stan Booker

Typed name of Authorizing Official

Mayor

Title

Signature

Date

FOR USE BY THE OKLAHOMA DEPARTMENT OF LIBRARIES
Assurances: CIVENG 400-25 is encumbered for this Contract

Lead Officer: _____

Date: _____

Business Manager: _____

Date: _____

STATE OF OKLAHOMA
Notarized Claim Voucher And
Disbursements of Payroll
Withholdings

AGENCY BUSINESS
UNIT

43000

CLAIM OF:

City of Lawton
Lawton Public Library
110 SW 4th Street
Lawton, OK 73501

FOR AGENCY USE: HEALTH 400-25
PO: 4309003601
VID: 76913 LOC: 8

Address:

OBJECT ACCOUNT	AMOUNT	OBJECT ACCOUNT	AMOUNT
555110	\$ 5,000.00		

FOR

\$5,000.00

AGAINST

Agency, Bd.,

Comm., Dept.: OK Dept of Libraries

ASSIGNMENT

I hereby assign this claim to

and authorize the State Treasurer to issue a warrant in payment to
said assignee.

Claimant Signature

TOTAL AMOUNT \$ 5,000.00

OSF-AUDITED BY:

Date

DATE	ITEM	QUANTITY	ARTICLE	UNIT PRICE	AMOUNT CLAIMED	OBJECT ACCOUNT
11/6/2025			Health Literacy Grant FFY25 Budget Ref.: 26 Department: 2000002 CFDA: 453100000		\$ 5,000.00	555110

**THIS SECTION IS NOT REQUIRED FOR WITHHOLDING PAYMENTS-
EXCEPT FOR WITHHOLDING REFUNDS**

TOTAL AMOUNT APPROVED

\$5,000.00

The undersigned contractor, vendor, individual, or duly sworn agent, of lawful
age, upon oath says that this claim is true and correct. Affiant further states that
the work, services, or materials as shown by this claim have been completed or
supplied in accordance with the plans, specifications, orders, requests, and all
other terms of the contract. Affiant also states that any refunds represented by this
payment are due. (NOTE: Claimant signature only for payroll withholding refunds)

Department Supervisor's Approval Signature
(If required)

Date

Claimant

State of Oklahoma County of _____

Subscribed and sworn before me on _____.

My Commission expires _____.

Notary Public (or Clerk or Judge) _____

Agency, Bd.,
or Div. Use

Natalie Currie
Director



J. Kevin Stitt
Governor

Subrecipient Name: Lawton Public Library

Grant: FFY25 HEALTH

Payment Request

"I certify to the best of my knowledge and belief that the information provided is true, complete, and accurate. I understand that giving false or misleading information—or leaving out important facts—may result in criminal, civil, or administrative penalties under U.S. law."

Name: Stan Booker, Mayor

Signature: _____

Date: _____

Item Title:

Consider ratifying the City Manager's decision and execution of a settlement agreement to accept a reduced payment for existing liens for the properties located at 407 SW 17th Street, 2525 SW J Avenue, and 2805 SW I Avenue in order to align with the City's goal of fostering neighborhood improvement and providing affordable housing options for the community.

Initiator: John Ratliff, City Manager

Information Source: Cynthia Augustine, Real Property Coordinator

Background:

Christopher Moore approached the City of Lawton with a request to consider accepting a reduced payment for the existing liens on three vacant parcels of land he purchased at the county tax resale auction in 2022. His goal is to move forward with developing the properties into affordable housing. The properties have been vacant for approximately five years. Recognizing the value of revitalizing the area with new, attainable homes, the City Manager agreed to accept a total of \$2,000 for the liens. This decision will help make redevelopment financially feasible and support the creation of much-needed affordable housing in the community.

Mr. Moore enlisted Attorney Austin Rabon to conduct quiet title actions on each parcel, ensuring clear title and enabling lenders to support the project. During this process, it was revealed that the City of Lawton had \$5,252.49 in liens on the parcels, primarily mowing liens placed before Mr. Moore's purchase.

By accepting the settlement of \$2,000 for these longstanding liens, the City not only recoups a portion of the funds but also plays a crucial role in enabling the vision of revitalizing these properties. This cooperative effort aligns with the City's goal of fostering neighborhood improvement and providing affordable housing options for the community.

Correlation to the True North Statement:**Exhibit:**

Negotiated Settlement Agreement
Copy of Release

Key Issues:**Funding Source:**

N/A

Recommended Action:

Ratify the City Manager's decision to execute a settlement agreement to accept a reduced payment for existing liens for the properties located at 407 SW 17th Street, 2525 SW J Avenue,

and 2805 SW I Avenue.

ATTACHMENTS:

1. Negotiated Settlement Agreement
2. Copy of Release

NEGOTIATED SETTLEMENT AGREEMENT

This Negotiated Settlement Agreement is made and entered into this 11th day of November, 2025, by and between: the **City of Lawton, Oklahoma, a municipal corporation**, hereinafter referred to as "City", and **Christopher Moore**, hereinafter referred to as "Property Owner".

The Property Owner, is the owner of the following property located and legally described below:

407 SW 17th Street:

Lots Fourteen (14), Fifteen (15), and Sixteen (16), Block Thirteen (13), RADIO CITY ADDITION, to the City of Lawton, Comanche County, Oklahoma, according to the recorded plat thereof: **LESS & EXCEPT:** S 90 feet Lot Fourteen (14), and S 90 feet of W 23.75 feet of Lot Fifteen (15), and S 90 feet of E 25.625 feet of Lot Fifteen (15), and S 90 feet of Lot Sixteen (16), all in Block Thirteen (13), RADIO CITY ADDITION, together with an easement for utility purposes being 5 feet on either side of a line described as: Beginning at a Point 73.125 feet East of the Northwest Corner of Lot Fourteen (14), Block Thirteen (13), RADIO CITY ADDITION.

2525 SW J Ave:

Lot Twenty-Seven (27), Block Fourteen (14), SUNSET PLACE, to the City of Lawton, Comanche County, Oklahoma, according to the recorded plat thereof.

2805 SW I Ave:

Lot Eighteen (18), Block Four (4), PATTERSON ADDITION, to the City of Lawton, Comanche County, Oklahoma, according to the recorded plat thereof.

WHEREAS, the City has placed liens on the Property for amounts owed for various charges, fees, and assessments (hereinafter referred to as the "Liens"); and

WHEREAS, the Property Owner acknowledges the existence of the Liens and agrees to resolve the outstanding balances under the terms of this Agreement; and

WHEREAS, the City and the Property Owner have mutually agreed to settle the Liens for an agreed-upon reduced amount in accordance with City Council Policy 9-5;

NOW, THEREFORE, in consideration of the mutual promises, covenants, and undertakings set forth herein, the parties agree as follows:

1. Settlement Amount

The City agrees to release the Liens referenced below upon receipt of the reduced settlement amount of **\$2,000** (the "Settlement Amount"). The Settlement Amount will be paid by the Property Owner to the City on or before November 14, 2025 [Date].

2. Release of Liens

The City agrees to release the specified Liens upon receipt of full payment of the Settlement Amount. Any liens filed by the City after the date of this agreement or not included herein shall be the sole responsibility of the Property Owner to pay in full. The Liens to be released are as follows:

Book and Page	Lien Amount
Book 8670 Page 205	\$0 (Notice & Lien)
Book 8194 Page 87	\$218.90
Book 8382 Page 163	\$271.00
Book 8670 Page 201	\$189.25
Book 8952 Page 143	\$189.36
Book 8279 Page 252	\$165.00
Book 8404 Page 195	\$2,407.87
Book 8406 Page 192	\$262.40
Book 8590 Page 182	\$238.65
Book 8670 Page 201	\$277.90
Book 8881 Page 25	\$198.11
Book 9030 Page 237	\$204.36
Book 9415 Page 94	\$197.23
Book 9618 Page 263	\$253.48
Book 9773 Page 67	\$178.98
TOTAL	\$5,252.49

Upon receipt of the full Settlement Amount, the City shall execute a Release of Lien document for each of the Liens listed above, which shall be recorded in the office of the Comanche County Clerk within ten (10) business days.

3. No Admission of Liability

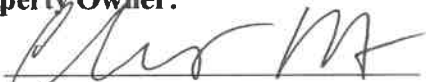
This Agreement is not an admission of liability or fault by either party. The Property Owner acknowledges that the City is under no obligation to reduce the amounts owed on the Liens and that this settlement is made in good faith as a result of negotiation between the parties.

4. Entire Agreement

This Agreement constitutes the entire understanding between the parties concerning the matters set forth herein. Any modifications or amendments to this Agreement must be made in writing and signed by both parties.

IN WITNESS WHEREOF, the parties have executed this Negotiated Settlement Agreement as of the date first above written.

Property Owner:

By: 
Name: CHRISTOPHER MOORE
Date: 11-14-25

City Manager:

By: 
Name: John Ratliff

Date: 11-12-25



Office of the City Clerk
212 SW 9TH Street
Lawton, Oklahoma 73501
(580) 581-3305 FAX (580) 581-3515

Comanche County Clerk
Comanche County Courthouse
Lawton, Oklahoma 73501

RELEASE OF LIEN

November 17, 2025

The City of Lawton, Oklahoma, hereby releases its lien upon the following described property to-wit:

Radio City Addition, Block 13, Lots 14-16, Less: The S90' of Lot 14 and the S90' of the W 23.75' / of Lot 15 and the S 90' of the E 25.625' of Lot 15 and the S 90' of Lot 16 together with a Utility Easement being 5' on either side of a lane described as beginning at a point 73.125' E of the NW/C of Lot 14, Block 13, Thence S 80' to Point of Beginning, 407 SW 17th Street, Lawton, Oklahoma, owned by **Virginia Lee Hardin**, filed in Book 8670 Page 205. (Settlement Agreement)

Sunset Place Addition, Block 14, Lot 27, 2525 SW J Avenue, Lawton, Oklahoma, owned by Brett Riley Mahaffey, filed in Book 8194 Page 87. (Settlement Agreement)

Sunset Place Addition, Block 14, Lot 27, 2525 SW J Avenue, Lawton, Oklahoma, owned by **Brett Riley Mahaffey**, filed in Book 8382 Page 163. (Settlement Agreement)

Sunset Place Addition, Block 14, Lot 27, 2525 SW J Avenue, Lawton, Oklahoma, owned by Brett Riley Mahaffey, filed in Book 8670 Page 201. (Settlement Agreement)

Sunset Place, Block 14, Lot 27, 2525 SW J Avenue, Lawton, Oklahoma, owned by **Brett Riley Mahaffey**, Filed in Book 8952 Page 143. (Settlement Agreement)

Patterson Addition, Block 4, Lot 18, 2605 SW I Avenue, Lawton, Oklahoma, owned by **Curstine Wrensford**, filed in Book 8279 Page 252. (Settlement Agreement)

Patterson Addition, Block 4, Lot 18, 2805 SW I Avenue, Lawton, Oklahoma, owned by **Curstine Wrensford**, filed in Book 8404 Page 195. (Settlement Agreement)

Patterson Addition, Block 4, Lot 18, 2805 SW I Avenue, Lawton, Oklahoma, owned by **Curstine Wrensford**, filed in Book 8406 Page 192. (Settlement Agreement)

Patterson Addition, Block 4, Lot 18, 2805 SW I Avenue, Lawton, Oklahoma, owned by **Curstine Wrensford**, filed in Book 8590 Page 182. (Settlement Agreement)

Patterson Addition, Block 4, Lot 18, 2805 SW I Avenue, Lawton, Oklahoma, owned by **Curstine Wrensford**, filed in Book 8670 Page 201. (Settlement Agreement)

Patterson Addition, Block 4, Lot 18, 2805 SW I Avenue, Lawton, Oklahoma, owned by **Curstine Wrensford**, filed in Book 8881 Page 25. (Settlement Agreement)

Patterson Addition, Block 4, Lot 18, 2805 SW I Avenue, Lawton, Oklahoma, owned by **Curstine Wrensford**, filed in Book 9030 Page 237. (Settlement Agreement)

Patterson Addition, Block 4, Lot 18, 2805 SW I Avenue, Lawton, Oklahoma, owned by **Christoper Moore**, filed in Book 9415 Page 94. (Settlement Agreement)

PATTERSON BLK 4 LOT 18, 2805 SW I Avenue, Lawton, Oklahoma, owned by **Christopher Moore**, filed in Book 9618 Page 263. (Settlement Agreement)

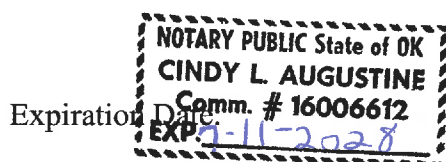
PATTERSON BLK 4 LOT 18, 2805 SW I AVE, LAWTON, OKLAHOMA, OWNED BY **MOORE, CHRISTOPHER**, filed in Book 9773 Page 67. (Settlement Agreement)



Tammy Branstetter, Senior Deputy City Clerk

STATE OF OKLAHOMA
COUNTY OF COMANCHE

Before me, a notary public in and for said county and state, on this 17th day of November, 2025, personally appeared Tammy Branstetter, to me known to be the identical person who executed the within and foregoing instrument and acknowledged to me that she executed the same as her free and voluntary act and deed for the uses and purposes therein set forth.




Notary Public
Commission Number:

Item Title:

Consider approving an agreement between the City of Lawton and Comanche County authorizing the County to operate and burn debris on City property at Lake Ellsworth, to include the execution of an agreement concerning the same and any other necessary documents.

Initiator: Larry Parks, Director

Information Source: James Bonnarens, Lakes - Superintendent, Kelvin Ingram, Deputy Director- Parks and Recreation

Background:

The county has requested permission to dig a pit and conduct open burning of trees removed from cove acres, a subdivision located on the north side of Lake Ellsworth. This pit efficiently burns natural vegetative debris such as tree limbs, brush, and storm-related material while minimizing costs, reducing transport time of materials, and keeping the ashes from entering the lake waters.

Correlation to the True North Statement:

Efficiency, Open for Business; World Class Customer Service.

Exhibit:

Exhibit: Attachment A ODEQ agreement and burner location.

Key Issues:

Key Issues: N/A

Funding Source:

Funding Source: N/A

Recommended Action:

Staff recommends that the city council approve the County's request to construct a burn pit on city-owned property on the north side of Lake Ellsworth and authorize the mayor to execute a agreement concerning the same and any other necessary documents. Approving this request allows the County to manage debris on-site in a safe and controlled manner. There is no anticipated cost to the City; all construction, operation, and maintenance will be handled by the County. Staff also recommends execution of the proposed agreement.

ATTACHMENTS:

1. LAKE ELLSWORTH LAWTON AGREEMENT

**COUNTY OF COMANCHE
AGREEMENT FOR WORK ON PRIVATE PROPERTY**

This agreement made and entered into this ____ day of _____, 2025 by and between the Comanche County Board of County Commissioners, hereinafter called the "COUNTY" and the CITY OF LAWTON, of Comanche County, Oklahoma.

The "CITY OF LAWTON" agrees to permit employees of the "COUNTY" to perform tree disposal on City property shown on EXHIBIT A attached. T4N R11W SW 1/4 , starting at the intersection of North Dr. and Happy Hollow Rd. go SE for 995ft turn S onto the property Comanche County, Oklahoma.

The "County" agrees to dig a burn pit (50'X 20') for brush/tree burning from Lake Ellsworth Subdivision in Comanche County. The County agrees to burn said material under Subchapter 13 of ODEQ regulations and Attached as EXHIBIT B.

The "COUNTY" agrees to fill in the pit upon completion of project and return property to its original condition.

WHEREAS the above, described action will not require compensation payable to either party, nor is it agreed or implied that there is to be any perpetual maintenance obligation incurred by the "COUNTY". The "County" does agree to indemnify and hold harmless the City of Lawton from any liability for physical injury or property damage arising from the project.

The agreement will terminate upon completion of the described action.

COMANCHE COUNTY DISTRICT #1

CITY OF LAWTON

SIGNATURE

City Mayor

Please print name

ATTEST:

Date

City Clerk

BOARD OF COUNTY COMMISSIONERS

City Attorney

Chairman

Date

Vice Chairman

Member

ATTEST:

Carrie Tubbs, County Clerk

Date

Exhibit A

10/23/25, 9:07 AM

Untitled project - Google Earth

Untitled project

Saved to Google Drive

File Edit View Add Tools Help



Map contents



Google 100% Data attribution 3/4/2025

"Exhibit B"

252:100-11-5(a)(1), the owner or operator must demonstrate by air quality modeling that the increases and decreases in facility emissions will not adversely affect air quality in the area impacted by the affected emission points and that the plan will result in the same or better air quality level overall.

(b) **Limitation.** The following limitations shall apply to all alternative emissions reduction plans:

- (1) Net emissions reduction trade-offs will not be authorized across established pollutant categories; e.g., sulfur emissions may not be traded for hydrocarbon emissions.
- (2) Net emissions reduction trade-offs of particulate matter will be authorized only if the trade-off results in a net reduction in particulate matter of equal or smaller average aerodynamic diameter.

[Source: Added at 11 Ok Reg 977, eff 1-14-94 (emergency); Added at 11 Ok Reg 2031, eff 5-26-94; Amended at 13 eff 7-1-96; Amended at 18 Ok Reg 1487, eff 6-1-01; Amended at 20 Ok Reg 1127, eff 6-1-03]

252:100-11-6. Authorization procedures

(a) **Determination.** Within 30 days after receipt of all information required to accomplish the analysis of an application for an alternative emissions reduction plan, the DEQ will make a determination whether the plan should be authorized, authorized with conditions or not authorized.

(b) **Petition for recommendation to revise SIP, public notice, and Council hearing.**

- (1) Upon a determination to authorize but prior to authorization, the applicant shall file a petition with the DEQ seeking a hearing and recommendation by the Air Quality Council for a corresponding revision to the SIP.
- (2) The applicant shall notify the public of the public hearing for an alternative emissions reduction plan by methods contained in OAC 252:4-7-13.
- (3) The public notice, as specified, will be sufficient to notify all sub-state entities and their representatives of the proposed recommendation for SIP revision.
- (4) At such a hearing before the Air Quality Council, the applicant shall bear the burden of proof.

(c) **Major source.** In the case of a major source, as defined by the Federal Clean Air Act, that might impact the air quality of a neighboring State, the comment period for that State is extended to a 60 day period as required by Section 126 of the Federal Clean Air Act, 42 U.S.C. Section 7426.

(d) **Plan authorization.** Following receipt of the Air Quality Council's recommended revision of the SIP, the DEQ shall issue the plan authorization.

[Source: Added at 11 Ok Reg 977, eff 1-14-94 (emergency); Added at 11 Ok Reg 2031, eff 5-26-94; Amended at 13 Ok Reg 1919, eff 7-1-96; Amended at 18 Ok Reg 1487, eff 6-1-01; Amended at 20 Ok Reg 1127, eff 6-1-03]

252:100-11-7. Duty to comply

(a) Upon issuance of the authorization for the alternative emissions reduction plan by the DEQ, the owner or operator shall be bound by the terms and conditions therein.

(b) Any owner or operator who violates the terms or conditions in the authorized plan shall be subject to enforcement under the Oklahoma Clean Air Act.

[Source: Added at 20 Ok Reg 1127, eff 6-1-03]

SUBCHAPTER 13. OPEN BURNING

252:100-13-1. Purpose

The purpose of this Subchapter is to control the open burning of refuse and other combustible materials.

[Source: Added at 11 Ok Reg 977, eff 1-14-94 (emergency); Added at 11 Ok Reg 2031, eff 5-26-94; Amended at 17 Ok Reg 1889, eff

252:100-13-2. Definitions

The following words and terms, when used in this Subchapter, shall have the following meaning, unless the context clearly indicates otherwise:

"Air curtain incinerator," "air curtain destructor," or "open pit incinerator" means an incineration unit operating by forcefully projecting a curtain of air across an open, integrated combustion chamber (fire box) or open pit or trench (trench burner) in which combustion occurs.

"Clean lumber" means wood or wood products that have been cut or shaped and include wet, air-dried, and kiln-dried wood products. Clean lumber does not include wood products that have been painted, pigment-stained, or pressure-treated by compounds such as chromate copper arsenate, pentachlorophenol, and creosote, or manufactured wood products that contain adhesives or resins (e.g., plywood, particle board, flake board, and oriented strand board).

"Clean wood waste" or "wood waste" means untreated wood and untreated wood products, including tree stumps (whole or chipped), trees, tree limbs (whole or chipped), bark, sawdust, chips, scraps, slabs, millings, and shavings. Wood waste does not include:

(A) Grass, grass clippings, bushes, shrubs and clippings from bushes and shrubs from residential, commercial/retail, institutional, or industrial sources as part of maintaining yards or other private or public lands.

(B) Construction, renovation, or demolition wastes.

(C) Clean lumber.

(D) Treated wood and treated wood products, including wood products that have been painted, pigment-stained, or pressure treated by compounds such as chromate copper arsenate, pentachlorophenol, and creosote, or manufactured wood products that contain adhesives or resins (e.g., plywood, particle board, flake board, and oriented strand board).

"Combustible materials" means any substance which will readily burn and shall include those substances which, although generally considered incombustible, are or may be included in the mass of the material burned or to be burned.

"Domestic refuse" means combustible materials or refuse that normally result from the function of life at a residence, such as kitchen garbage, untreated lumber, cardboard boxes, packaging, clothing, grass, leaves, and branch trimmings. It does not include such things as tires, non-wood construction debris, furniture, carpet, electrical wire, and appliances.

"Fire training" means a fire purposely set as part of an organized program of drills for the training of firefighting personnel or for testing firefighting materials or equipment, which is part of a recognized training program.

"Human-made structure" means any structure constructed with the intent of providing shelter to persons or property. It does not include structures constructed specifically for live-burn fire training purposes.

"Land clearing operation" means the uprooting, cutting, or clearing of vegetation in preparation for the construction of buildings, the development of residential, commercial, agricultural, or industrial properties, and for the construction and maintenance of right-of-ways. It does not include the clearing of vegetation such as trimmings, fallen limbs, branches, or leaves, or other wastes from routine property maintenance activities, or the removal or destruction of human-made structures.

"Metropolitan Statistical Area" or "MSA" means a core area containing a substantial population nucleus, together with adjacent communities having a high degree of economic and social integration with that core, as defined by the federal Office of Management and Budget.

"Open burning" means the burning of combustible materials in such a manner that the products of combustion are emitted directly to the outside atmosphere.

"Ozone Alert" means an announcement by the DEQ that the ozone concentrations in the alert area are forecasted to exceed the National Ambient Air Quality Standard. The Ozone Alert applies to

the day following the announcement.

"Particulate Matter Alert," or "PM Alert" means an announcement by the DEQ that the particulate matter concentrations in the alert area are forecasted to exceed the National Ambient Air Quality Standard. The PM Alert applies to the day following the announcement.

"Products of combustion" means all particulate and gaseous air contaminants emitted as a result of the burning of refuse and combustible materials.

"Refuse" means garbage, rubbish, domestic refuse and all other wastes generated by a trade, business, industry, building operation, or household.

"Yard brush" means cut or broken branches, leaves, limbs, shrubbery, or tree trimmings. It does not include refuse, grass clippings, in-ground tree stumps, or any non-vegetative material.

[Source: Added at 11 Ok Reg 977, eff 1-14-94 (emergency); Added at 11 Ok Reg 2031, eff 5-26-94; Amended at 17 Ok Reg 1889, eff 6-12-00; Amended at 21 Ok Reg 1518, eff 6-11-04; Amended at 30 Ok Reg 1076, eff 7-1-13; Amended at 37 Ok Reg 1250, eff 9-15-20]

252:100-13-3. Scope [REVOKED]

[Source: Added at 11 Ok Reg 977, eff 1-14-94 (emergency); Added at 11 Ok Reg 2031, eff 5-26-94; Revoked at 17 Ok Reg 1889, eff 6-12-00]

252:100-13-4. Effective date [REVOKED]

[Source: Added at 11 Ok Reg 977, eff 1-14-94 (emergency); Added at 11 Ok Reg 2031, eff 5-26-94; Revoked at 17 Ok Reg 1889, eff 6-12-00]

252:100-13-5. Open burning prohibited

The open burning of refuse and combustible materials is prohibited unless conducted in strict accordance with the conditions and requirements contained in OAC 252:100-13-7, 252:100-13-8, 252:100-13-8.1, and 252:100-13-9. Under no circumstances shall the open burning of tires be allowed.

[Source: Added at 11 Ok Reg 977, eff 1-14-94 (emergency); Added at 11 Ok Reg 2031, eff 5-26-94; Amended at 17 Ok Reg 1889, eff 6-12-00; Amended at 30 Ok Reg 1076, eff 7-1-13; Amended at 37 Ok Reg 1250, eff 9-15-20]

252:100-13-6. Salvage operations utilizing open burning prohibited [REVOKED]

[Source: Added at 11 Ok Reg 977, eff 1-14-94 (emergency); Added at 11 Ok Reg 2031, eff 5-26-94; Revoked at 17 Ok Reg 1889, eff 6-12-00]

252:100-13-7. Allowed open burning

When not prohibited by law or ordinance, the following types of burning are allowed, provided the conditions and requirements in OAC 252:100-13-9 have been met:

(1) **Fire training.** Open burning of human-made structures for the purpose of municipal fire department training is allowed as provided for in the Oklahoma Clean Air Act, 27A O.S., Section 2-5-106.1. For any human-made structure, the entire structure, including, but not limited to, insulation, roofing, flooring, painted surfaces and plumbing, shall be examined for the presence of asphalt, asbestos, and lead-containing materials. All asphalt, asbestos, and lead-containing materials shall be removed from the structure prior to the fire training. Asbestos inspection and removal shall be conducted according to the requirements of federal law. Federal law requires a certified asbestos inspector, and notification of any activity that would breakup or dislodge asbestos, such as stripping or removal work, at least 10 working days prior to activity commencement, as specified in 40 CFR 61.145. Industrial and commercial facilities and fire training schools may conduct on-site live burn fire training.

(2) **Elimination of hazards.** Provided prior authorization is obtained from the local fire chief, open burning is allowed for the elimination of:

(A) A fire hazard that cannot be abated by any other means.

(B) A dangerous or hazardous material when there is no other practical or lawful method

of abatement or disposal, if authorization is also received from the DEQ prior to such burning.

(3) **Recreational and ceremonial fires.** Open burning is allowed for camp fires and other fires used solely for recreational purposes, ceremonial occasions, or non-commercial preparation of food.

(4) **Land management and land clearing operations.** Open burning is allowed for the following land management and land clearing operations:

(A) Fires purposely set to forest, crop or range lands for a specific reason in the management of forests, crops, or game, in accordance with practices recommended by the Oklahoma Department of Wildlife Conservation, the Oklahoma Department of Agriculture, Food, and Forestry, and the United States Forest Service.

(B) Fires purposely set for land clearing operations if conducted at least 500 feet from any occupied residence other than those located on the property on which the burning is conducted and in accordance with OAC 252:100-13-8.

(5) **Burning of domestic refuse.** Where no collection and disposal service is reasonably available, domestic refuse may be burned on the property where the waste is generated.

(6) **Hydrocarbon burning.** Open burning of hydrocarbons is allowed for:

(A) The disposal of spilled hydrocarbons or the waste products of oil exploration, development, refining, or processing operations which cannot be feasibly recovered or otherwise disposed of in a legal manner. Notice must be given to the DEQ prior to such burning.

(B) The disposal of waste hydrocarbons through a flare. The owner or operator shall be required to use a smokeless flare if a condition of air pollution is determined to exist by the DEQ.

(7) **Yard brush.** Yard brush may be burned on the property where the waste is generated or transported. If transported, yard brush must be burned in accordance with OAC 252:100-13-8 and OAC 252:100-13-8.1.

(8) **Certain medical marijuana plant refuse.** Commercial licensees, medical marijuana research facilities, and medical marijuana educational facilities, as those terms are defined in the Oklahoma Statutes at Section 428 of Title 63 titled, the Oklahoma Medical Marijuana Waste Management Act (Act), are allowed to open burn the parts of the marijuana plant grown to produce medical marijuana (as prescribed in Section 429 of Title 63 of the Act) that are exempted from the term "Medical marijuana waste" as defined in the Oklahoma Statutes at Section 428 of Title 63 of the Act.

(9) **Wood waste or clean lumber.** Wood waste, clean lumber, or a mixture of only wood waste and clean lumber may be burned in accordance with OAC 252:100-13-8 and 252:100-13-8.1.

[Source: Added at 11 Ok Reg 977, eff 1-14-94 (emergency); Added at 11 Ok Reg 2031, eff 5-26-94; Amended at 17 Ok Reg 1889, eff 6-12-00; Amended at 21 Ok Reg 1518, eff 6-11-04; Amended at 30 Ok Reg 1076, eff 7-1-13; Amended at 37 Ok Reg 1250, eff 9-15-20; Amended at 39 Ok Reg 1050, eff 9-15-22]

252:100-13-8. Use of air curtain incinerators

(a) Except for hazardous material, any combustible material or refuse that is allowed to be burned under this Chapter may be burned in an air curtain incinerator that is properly designed and operated for the control of smoke and particulate matter. The owner or operator of the air curtain incinerator shall not accept any material owned by other persons and shall not transport any material to the property where the air curtain incinerator is located in order to burn the material, except in accordance with OAC 252:100-13-8.1.

(b) For land clearing operations and disposal of clean wood waste and transported yard brush, an ACI is required in counties or areas within a county that:

(1) are or have been designated nonattainment for National Ambient Air Quality Standards (NAAQS) or where the Department-certified ambient air quality monitoring data documents a

- violation of primary NAAQS prior to such determination, or
- (2) have a population of greater than five hundred thousand (500,000) people according to the latest Federal Decennial Census.
- (c) In addition to the requirements in this subchapter, the owner or operator of the air curtain incinerator must comply with the requirements of OAC 252:100-17 and 40 CFR Part 60.

[Source: Reserved at 17 Ok Reg 1889, eff 6-12-00; Added at 30 Ok Reg 1076, eff 7-1-13; Amended at 37 Ok Reg 1250, eff 9-15-20; Amended at 39 Ok Reg 1050, eff 9-15-22]

252:100-13-8.1. Transported material

(a) Combustible material obtained from land clearing operations, yard brush, clean wood waste, and clean lumber may be transported from where it is generated to another location in order to perform open burning. Material transported in order to perform open burning must meet the following conditions:

- (1) The open burning shall not be conducted in counties or areas within a county that are or have been designated nonattainment or where the Department-certified ambient air quality monitoring data documents a violation of primary NAAQS prior to such determination, or with a population of greater than five hundred thousand, except in accordance with OAC 252:100-13-8(b).
 - (2) The material shall be burned within 90 days of being transported.
 - (3) The volume of material shall not exceed 10,000 cubic feet.
- (b) Except in accordance with OAC 252:100-13-8 or 252:100-13-8.1(a) above, no person shall accept any material owned by other persons nor transport combustible material from where it is generated to another location in order to perform open burning.

[Source: Added at 37 Ok Reg 1255, eff 9-15-20; Amended at 39 Ok Reg 1050, eff 9-15-22]

252:100-13-9. General conditions and requirements for allowed open burning

The open burning of refuse and other combustible material may be conducted only if the following conditions and requirements are met:

- (1) No public nuisance is or will be created.
- (2) The burning is controlled so that a visibility hazard is not created on any roadway, rail track or air field as a result of the air contaminants being emitted.
- (3) The burning is conducted so that the contaminants do not adversely affect the ambient air quality of a city or town.
- (4) The initial burning shall begin only between three hours after sunrise and three hours before sunset and additional fuel shall not be intentionally added to the fire at times outside these limits. This requirement does not apply to the open burning allowed under OAC 252:100-13-7(2), (3), (4)(A), (6)(B), and 252:100-13-8.
- (5) An Ozone or PM Alert has not been declared for the day of the burn for the MSA or county in which the burn is to be performed. This requirement does not apply to the open burning allowed under 252:100-13-7(2), (3), and (6)(B).
- (6) Open burning of waste generated from commercial operations shall be conducted at least 500 feet from any occupied structure other than those located on the property on which the burning is conducted.

[Source: Added at 17 Ok Reg 1889, eff 6-12-00; Amended at 21 Ok Reg 1518, eff 6-11-04; Amended at 30 Ok Reg 1076, eff 7-1-13; Amended at 37 Ok Reg 1250, eff 9-15-20]

252:100-13-10. Disaster relief

Notwithstanding the prohibition in OAC 252:100-13-5, the Executive Director of the DEQ may allow the open burning of debris resulting from a disaster if the Executive Director determines such burning is necessary to protect public health and safety. Such approval, if granted, shall be accompanied

Item Title:

Consider approving a mutual access easement and usage agreement with Richard Garcia and Pamela Garcia for a portion of existing SW 3rd Street, south of SW Douglas Ave, to ensure continued legal public access to the property located at 2102 SW 3rd Street, and authorizing the Mayor and City Clerk to execute the agreement.

Initiator: Jari Askins, Interim City Attorney

Information Source: Cynthia Augustine, Real Property Coordinator

Background:

Richard and Pamela Garcia are in the process of selling their property located at 2102 SW 3rd Street, Lawton, Oklahoma. As part of the closing requirements, Apex Title and Closing Company has requested confirmation from the City of Lawton that SW 3rd Street, extending from SW Douglas Avenue southward to the edge of the Garcia property, is a public street that is both owned and maintained by the City of Lawton.

Cindy Augustine, Real Property Coordinator for the City, and Blake Huffman, Professional Land Surveyor for RPLS, LLC, have conducted joint research and found that in 1929, the City of Lawton acquired the West Half of the Southeast Quarter and the Northeast Quarter of the Southeast Quarter of Section 6, Township 1 North, Range 11 West, I.M., Comanche County, Oklahoma. Since that time, the city has sold portions of the land, except for a 740-foot by 80-foot strip, known as SW 3rd Street. This strip of land has been owned and maintained by the City of Lawton as a public right-of-way since 1929.

As the City of Lawton owns this section of SW 3rd Street in fee simple, a mutual access easement and usage agreement will ensure that future owners of the property at 2102 SW 3rd Street will continue to have access to a public street maintained by the City.

The City of Lawton has consistently maintained this portion of SW 3rd Street as a public right-of-way. The only change will be the formalization of the agreement, which will document this portion as a public right-of-way for future reference and landowner inquiries.

Correlation to the True North Statement:**Exhibit:**

Mutual Access Easement and Usage Agreement with Survey

Key Issues:**Funding Source:**

N/A

Recommended Action:

Approve the mutual access easement and usage agreement with Richard Garcia and Pamela Garcia for a portion of existing SW 3rd Street, south of SW Doulgas Ave, to ensure continued legal public access to the property located at 2102 SW 3rd Street, and authorize the Mayor and City Clerk to execute the agreement.

ATTACHMENTS:

1. Mutual Access & Usage Agreement w Survey

MUTUAL ACCESS EASEMENT AND USAGE AGREEMENT

This Agreement made this ____ day of _____, 2025, by and between **CITY OF LAWTON**, (hereinafter referred to as "Grantor") and **RICHARD GARCIA AND PAMELA A. GARCIA, AS TRUSTEES OF THE AMENDED AND RESTATED GARCIA REVOCABLE TRUST DATED JUNE 27, 2007**, (hereinafter referred to as "Grantee").

WHEREAS, Grantor is the fee simple owner of certain real property more particularly described on Exhibit "A" attached hereto and by this reference incorporated herein (hereinafter referred to as the "Property"); and

WHEREAS, Grantor is desirous of granting an exclusive mutual access easement on/over and across the Property to Grantee;

WHEREAS, Grantee is desirous of obtaining said easement; and,

WHEREAS, the parties hereto are desirous of memorializing the terms of this Mutual Access Easement and Usage Agreement "Agreement".

NOW, THEREFORE, in consideration of the mutual promises contained herein and other good and valuable consideration to which the parties acknowledge receipt of, the parties agree as follows:

1. The recitals are true and correct and are incorporated herein by reference.
2. Grantor grants Grantee and its successors or assigns an exclusive easement for the purpose of access, legally described on Exhibit "A". This Agreement shall run with the land. Grantor hereby covenants, warrants and represents that it is lawfully seized of said Property in fee simple; that the Property is free and clear of all encumbrances; that Grantor has good right and lawful authority to convey this easement and to enter said Agreement; and Grantor warrants and defends the title to the easement hereby conveyed against the lawful claims of all persons whomsoever.
3. Grantor shall be responsible for maintenance costs of the easement.
4. This Agreement shall be construed in accordance with the laws of the State of Oklahoma. Should any dispute arise from this Agreement, venue shall lie in Comanche County, Oklahoma.
5. This Agreement is binding upon the parties, its successors and assigns hereto.

6. This Agreement shall not be construed against the party who drafted the same as all parties to this Agreement have participated and approved the drafting of this Agreement.
7. Nothing herein shall relieve the fee simple of all obligations as the fee simple title owner of the Property.

IN WITNESS WHEREOF, Grantor and Grantee have hereunto set their authorized hands and seals this ____ day of _____, 2025.

APPROVED as to form and legality on behalf of the City of Lawton this ____ day of _____, 2025.

Jari Askins, Interim City Attorney

GRANTOR:

CITY OF LAWTON

By: Stanley Booker
Title: Mayor

ACKNOWLEDGEMENTS

STATE OF OKLAHOMA)

COUNTY OF _____) ss.

Before me, a Notary Public, in and for said county and State, on this _____ day of _____, 2025, personally appeared **Stanley Booker** as **Mayor** of City of Lawton me known to be the identical person who executed the within and foregoing instrument, and acknowledged to me that he/she/they executed the same as his/her/their free and voluntary act and deed for the uses and purposes therein set forth.

My Commission Expires:

NOTARY PUBLIC

GRANTEE:

**RICHARD GARCIA AS TRUSTEE OF THE
AMENDED AND RESTATED GARCIA
REVOCABLE TRUST DATED JUNE 27, 2007**

AND

**PAMELA A. GARCIA, AS TRUSTEE OF THE
AMENDED AND RESTATED GARCIA
REVOCABLE TRUST DATED JUNE 27, 2007**

STATE OF _____)

COUNTY OF _____) ss.

Before me, a Notary Public, in and for said county and State, on this _____ day of _____, 2025, personally appeared **RICHARD GARCIA AND PAMELA A. GARCIA, AS TRUSTEES OF THE AMENDED AND RESTATED GARCIA REVOCABLE TRUST DATED JUNE 27, 2007**, to me known to be the identical persons who executed the within and foregoing instrument, and acknowledged to me that they executed the same as their free and voluntary act and deed for the uses and purposes therein set forth.

My Commission Expires:

NOTARY PUBLIC

Exhibit "A"

**A TRACT OF LAND IN THE SOUTHEAST QUARTER (SE¼) OF SECTION SIX (6),
TOWNSHIP ONE (1) NORTH, RANGE ELEVEN (11) WEST,
I.M., COMANCHE COUNTY, OKLAHOMA, BEING MORE PARTICULARLY
DESCRIBED AS FOLLOWS:**

**COMMENCING AT THE NORTHWEST CORNER OF SAID SOUTHEAST QUARTER
(SE¼);**

THENCE S 89°08'00" E A DISTANCE OF 1192.84 FEET;

**THENCE S 00°03'00" W A DISTANCE OF 50.00 FEET TO THE POINT OF
BEGINNING;**

THENCE S 00°03'00" E A DISTANCE OF 740.00 FEET;

THENCE S 89°08'00" E A DISTANCE OF 80.00 FEET;

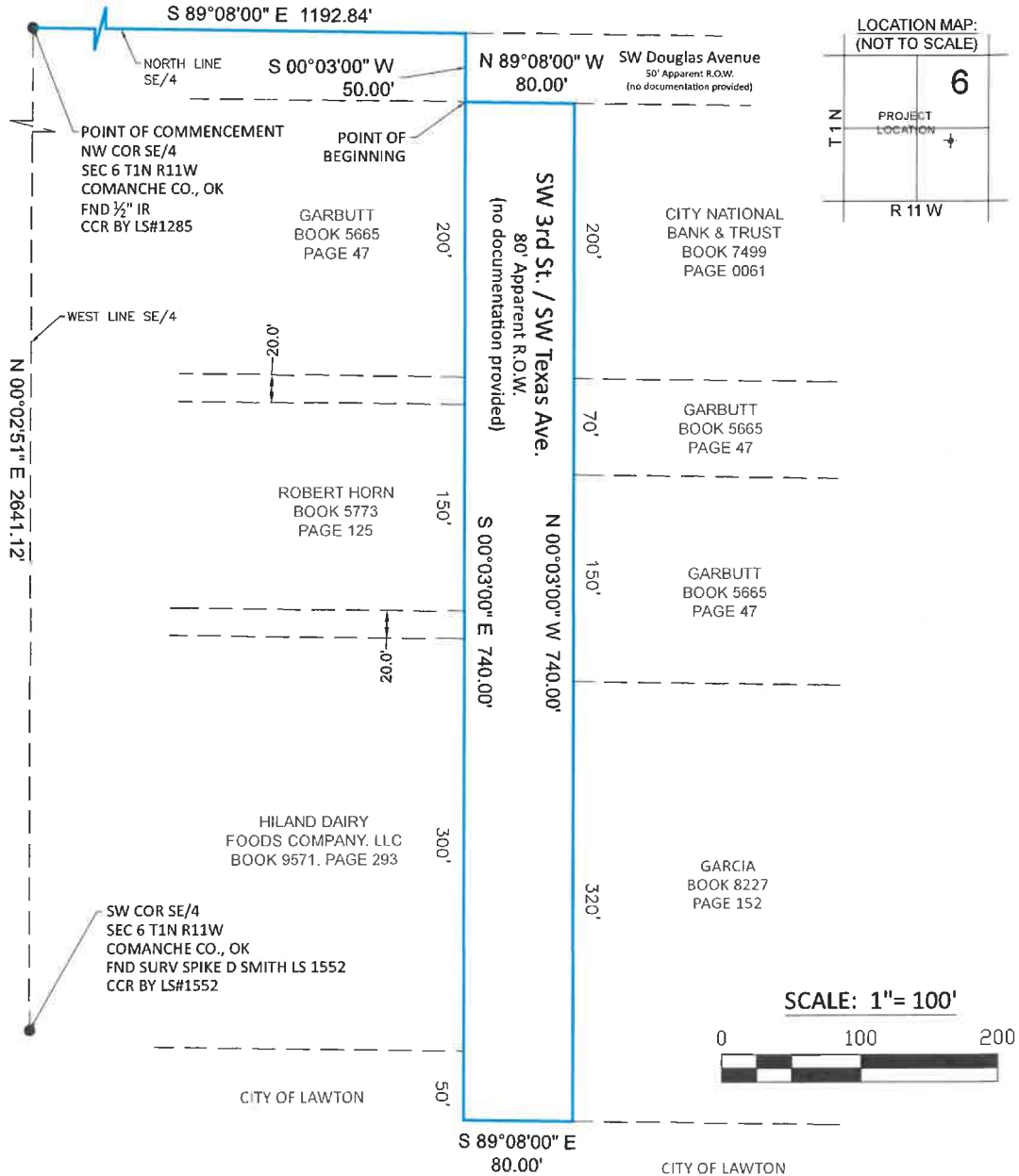
THENCE N 00°03'00" W A DISTANCE OF 740.00 FEET;

**THENCE N 89°08'00" W A DISTANCE OF 80.00 FEET TO THE POINT OF
BEGINNING.**

EASEMENT

A part of Southeast Quarter (SE¼) of Section Six (6), Township One (1) North,
Range Eleven (11) West, I.M., Comanche County, Oklahoma

AIRPORT ADDITION



LEGAL DESCRIPTION:

see page 2

BASIS OF BEARINGS:

LEGEND

P.O.B. - POINT OF BEGINNING P.O.C. - POINT OF COMMENCEMENT
FND - FOUND; IR - IRON REBAR IRC - IRON REBAR WITH CAP
NC - NO CAP R.O.W. - RIGHT OF WAY U/E - UTILITY EASEMENT
B/L - BUILDING LIMIT LINE (R) - RECORDED (M) - MEASURED

○ SET 1/2" IRC RPLS CA746Z ● FOUND 1/2" IR NC UNLESS NOTED ☒ POINT NOT SET

THE BASIS OF BEARING FOR THIS EASEMENT IS N 00°02'51" E
(MEASURED) ALONG THE WEST LINE OF SAID SE/4

CERTIFICATION:

I, Blake Huffman, a Licensed Professional Land Surveyor, do hereby certify that, as of the date set forth hereon that I or others under my direct supervision, have made a careful survey of the above mentioned property. I further certify that this survey meets the Oklahoma Minimum Standards for the Practice of Land Surveying as adopted by the Oklahoma State Board of Licensure for Professional Engineers and Land Surveyors.



SURVEY DATE: 11/17/2025
LAST REVISION:



RPLS, LLC

312 NE 145th Pl, Edmond, OK 73013
Phone: 855-263-2333 / Fax: 405-947-8636
Email: info@LenderSurveys.com
Oklahoma CoA No.: 7462, Expires 06/30/27
J.N. 31874E - DRAWN BY: BKH

PAGE 1 OF 2

Item Title:

Consider determining the actual costs of the dismantling and removal of dilapidated buildings and other expenses that may be necessary in conjunction with same by approving invoices for demolition of properties as required by State Statue 11-22-112.4 for properties located at 2002 NW 19th Street, 1612 NW Taft Avenue, 601 NW Dearborn Avenue, 406 NW 6th Street, 1012 SW Monroe Avenue, 1206 NW Euclid Avenue, 1003 SW 66th Street, 1803 NW 40th Street, 617 SW Doolittle Avenue, 1211 NW Bessie Avenue, 2613 SW E Avenue, and 710 SW I Avenue.

Initiator: Larry Parks, Director

Information Source: Jonathan Jernigan, Neighborhood Services - Supervisor

Background:

This is in accordance with the True North Culture Statement for a Safe Community. We will be relentless in our efforts to provide a safe environment for our citizens to thrive. State Statute requires that the governing body determine the actual cost of the dismantling and removal of dilapidated buildings and any other expenses that may be necessary in conjunction with dismantling and removal of the building, including the cost of notice and mailing. This has not been done in the past and was recently discovered during a recent re-review of the State Statute.

2002 NW 19th Street – \$9,602.69
1612 NW Taft Avenue – \$6,772.71
601 NW Dearborn - \$6,159.18
406 NW 6th Street - \$6,808.14
1012 SW Monroe Avenue - \$13,851.08
1206 NW Euclid Avenue - \$7,648.79
1003 SW 66th Street - \$2,247.38
1803 NW 40th Street - \$15,395.38
617 SW Doolittle Avenue- \$5,448.56
1211 NW Bessie Avenue - \$4,053.88
2613 SW E Avenue - \$8,020.96
710 SW I Avenue - \$6,051.38

Correlation to the True North Statement:

Safe Community

Exhibit:

Invoices

Key Issues:

To approve payment of invoice(s)

Funding Source:

Neighborhood Services Abatement and Demolition Funds

Recommended Action:

Approve invoices for demolition of properties as required by State Statue 11-22-112.4 for properties located at 2002 NW 19th Street, 1612 NW Taft Avenue, 601 NW Dearborn Avenue, 406 NW 6th Street, 1012 SW Monroe Avenue, 1206 NW Euclid Avenue, 1003 SW 66th Street, 1803 NW 40th Street, 617 SW Doolittle Avenue, 1211 NW Bessie Avenue, 2613 SW E Avenue, and 710 SW I Avenue.

ATTACHMENTS:

1. SKM_C301i25110716460

**INVOICE (INV-00029038)
FOR CITY OF LAWTON**

BILLING CONTACT

HARPER, LELAND G & CAMILLE G
PO BOX 976
HOPE MILLS, NC 283489976



INVOICE NUMBER	INVOICE DATE	INVOICE DUE DATE	INVOICE STATUS	INVOICE DESCRIPTION
INV-00029038	11/10/2025	05/11/2026	Due	Demolition

REFERENCE NUMBER	FEE NAME	TOTAL
D&D-0325-0317	Cost of Notice	\$103.97
	Demolition Contract	\$3,800.00
	Land Fill Tipping Fees	\$4,797.74
	Lien Filing Fees and Postage	\$40.98
	Research Fees	\$60.00
	Water & Sewer Cap	\$800.00
2002 Nw 19Th St Lawton, OK 73507		SUBTOTAL \$9,602.69

REMITTANCE INFORMATION
City of Lawton, OK 212 SW 9th St Lawton, OK 73501

TOTAL **\$9,602.69**

INVOICE (INV-00029039)
FOR CITY OF LAWTON

BILLING CONTACT

MARTINEZ, ANDREW TIMOTHY
6805 SW BAINBRIDGE AVE
lawton, OK 73505



INVOICE NUMBER	INVOICE DATE	INVOICE DUE DATE	INVOICE STATUS	INVOICE DESCRIPTION
INV-00029039	11/10/2025	05/11/2026	Due	Demolition

REFERENCE NUMBER	FEE NAME	TOTAL
D&D-0325-0308	Cost of Notice	\$103.97
	Demolition Contract	\$3,000.00
	Land Fill Tipping Fees	\$2,767.76
	Lien Filing Fees and Postage	\$40.98
	Research Fees	\$60.00
	Water & Sewer Cap	\$800.00
1612 Nw Taft Ave Lawton, OK 73507		SUBTOTAL \$6,772.71

REMITTANCE INFORMATION
City of Lawton, OK 212 SW 9th St Lawton, OK 73501

TOTAL **\$6,772.71**



**INVOICE (INV-00029184)
FOR CITY OF LAWTON**

BILLING CONTACT

GRAM, MARY LOUISE & RICHARD AND
MAGNUS LASHOMB
408 NW 6TH ST
LAWTON, OK 735070000



INVOICE NUMBER	INVOICE DATE	INVOICE DUE DATE	INVOICE STATUS	INVOICE DESCRIPTION
INV-00029184	11/14/2025	05/11/2026	Due	Demolition

REFERENCE NUMBER	FEE NAME	TOTAL
D&D-0425-0403	Cost of Notice	\$103.97
	Demolition Contract	\$3,500.00
	Land Fill Tipping Fees	\$1,654.23
	Lien Filing Fees and Postage	\$40.98
	Research Fees	\$60.00
	Water & Sewer Cap	\$800.00
601 Nw Dearborn Ave Lawton, OK 73507		SUBTOTAL \$6,159.18

REMITTANCE INFORMATION
City of Lawton, OK 1405 SW 11th St Lawton, OK 73501

TOTAL **\$6,159.18**

INVOICE (INV-00029185)
FOR CITY OF LAWTON

BILLING CONTACT

GRAM, MARY LOUISE & RICHARD AND
MAGNUS LASHOMB
408 NW 6TH ST
LAWTON, OK 735070000



INVOICE NUMBER	INVOICE DATE	INVOICE DUE DATE	INVOICE STATUS	INVOICE DESCRIPTION
INV-00029185	11/14/2025	05/11/2026	Due	Demolition

REFERENCE NUMBER	FEE NAME	TOTAL
D&D-0425-0402	Cost of Notice	\$103.97
	Demolition Contract	\$3,500.00
	Land Fill Tipping Fees	\$2,303.19
	Lien Filing Fees and Postage	\$40.98
	Research Fees	\$60.00
	Water & Sewer Cap	\$800.00
406 Nw 6Th St Lawton, OK 73507		SUBTOTAL \$6,808.14

REMITTANCE INFORMATION
City of Lawton, OK 212 SW 9th St Lawton, OK 73501

TOTAL **\$6,808.14**



**INVOICE (INV-00029186)
FOR CITY OF LAWTON**

BILLING CONTACT

BROOKINS, VICTORIA
612 HUTCHINS DR
CROWLEY, TX 760362750



INVOICE NUMBER	INVOICE DATE	INVOICE DUE DATE	INVOICE STATUS	INVOICE DESCRIPTION
INV-00029186	11/14/2025	05/13/2026	Due	Demolition

REFERENCE NUMBER	FEE NAME	TOTAL
D&D-0325-0368	Cost of Notice	\$103.97
	Demolition Contract	\$6,200.00
	Land Fill Tipping Fees	\$6,646.13
	Lien Filing Fees and Postage	\$40.98
	Research Fees	\$60.00
	Water & Sewer Cap	\$800.00
1012 Sw Monroe Ave Lawton, OK 73501		SUBTOTAL \$13,851.08

REMITTANCE INFORMATION
City of Lawton, OK 212 SW 9th St Lawton, OK 73501

TOTAL **\$13,851.08**



INVOICE (INV-00029187)
FOR CITY OF LAWTON

BILLING CONTACT
Nelson, Olivia
1616 NW 38TH ST
Lawton, OK 73505



INVOICE NUMBER	INVOICE DATE	INVOICE DUE DATE	INVOICE STATUS	INVOICE DESCRIPTION
INV-00029187	11/14/2025	05/13/2026	Due	Demolition

REFERENCE NUMBER	FEE NAME	TOTAL
D&D-0325-0374	Cost of Notice	\$103.97
	Demolition Contract	\$3,500.00
	Land Fill Tipping Fees	\$3,143.84
	Lien Filing Fees and Postage	\$40.98
	Research Fees	\$60.00
	Water & Sewer Cap	\$800.00
1206 Nw Euclid Ave Lawton, OK 73507		SUBTOTAL \$7,648.79

REMITTANCE INFORMATION
City of Lawton, OK 1405 SW 11th St Lawton, OK 73501

TOTAL	\$7,648.79
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INVOICE (INV-00029188)
FOR CITY OF LAWTON

BILLING CONTACT

SMITH, MICHAEL L & MARY A
1003 SW 66TH ST
Lawton, OK 73505



INVOICE NUMBER	INVOICE DATE	INVOICE DUE DATE	INVOICE STATUS	INVOICE DESCRIPTION
INV-00029188	11/14/2025	05/13/2026	Due	Demolition

REFERENCE NUMBER	FEE NAME	TOTAL
D&D-0325-0366	Cost of Notice	\$103.97
	Demolition Contract	\$2,000.00
	Land Fill Tipping Fees	\$42.43
	Lien Filing Fees and Postage	\$40.98
	Research Fees	\$60.00
1003 Sw 66Th St Lawton, OK 73505		SUBTOTAL \$2,247.38

REMITTANCE INFORMATION
City of Lawton, OK 212 SW 9th St Lawton, OK 73501

TOTAL **\$2,247.38**



**INVOICE (INV-00029410)
FOR CITY OF LAWTON**

BILLING CONTACT

CHAMBERS, JAMES C/O JESSIE KEY
15 NW VILLAGE GREEN DR APT 265
LAWTON, OK 735055991



INVOICE NUMBER	INVOICE DATE	INVOICE DUE DATE	INVOICE STATUS	INVOICE DESCRIPTION
INV-00029410	11/21/2025	12/21/2025	Due	Demolition

REFERENCE NUMBER	FEE NAME	TOTAL
D&D-0325-0338	Cost of Notice	\$40.98
	Demolition Contract	\$5,800.00
	Land Fill Tipping Fees	\$8,590.43
	Lien Filing Fees and Postage	\$103.97
	Research Fees	\$60.00
	Water & Sewer Cap	\$800.00
1803 Nw 40Th St Lawton, OK 73505		SUBTOTAL \$15,395.38

REMITTANCE INFORMATION
City of Lawton, OK 212 SW 9th St Lawton, OK 73501

TOTAL **\$15,395.38**



INVOICE (INV-00029412)
FOR CITY OF LAWTON

BILLING CONTACT

DIVERSE BUSINESS ASSOC LLC
33 WILDFLOWER CIR
CACHE, OK 73527



INVOICE NUMBER	INVOICE DATE	INVOICE DUE DATE	INVOICE STATUS	INVOICE DESCRIPTION
INV-00029412	11/21/2025	12/21/2025	Due	Demolition

REFERENCE NUMBER	FEE NAME	TOTAL
D&D-0325-0327	Cost of Notice	\$40.98
	Demolition Contract	\$2,500.00
	Land Fill Tipping Fees	\$1,943.61
	Lien Filing Fees and Postage	\$103.97
	Research Fees	\$60.00
	Water & Sewer Cap	\$800.00
617 Sw Doolittle Ave Lawton, OK 73505		SUBTOTAL \$5,448.56

REMITTANCE INFORMATION
City of Lawton, OK 212 SW 9th St Lawton, OK 73501

TOTAL	\$5,448.56
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INVOICE (INV-00029413)
FOR CITY OF LAWTON

BILLING CONTACT

ELLIS, BO
5290 BIG ISLAND DR APT 1306
JACKSONVILLE, FL 322465303



INVOICE NUMBER	INVOICE DATE	INVOICE DUE DATE	INVOICE STATUS	INVOICE DESCRIPTION
INV-00029413	11/21/2025	12/21/2025	Due	Demolition

REFERENCE NUMBER	FEE NAME	TOTAL
D&D-0325-0335	Cost of Notice	\$40.98
	Demolition Contract	\$2,000.00
	Land Fill Tipping Fees	\$1,048.93
	Lien Filing Fees and Postage	\$103.97
	Research Fees	\$60.00
	Water & Sewer Cap	\$800.00
1211 Nw Bessie Ave Lawton, OK 73507		SUBTOTAL \$4,053.88

REMITTANCE INFORMATION
City of Lawton, OK 212 SW 9th St Lawton, OK 73501

TOTAL **\$4,053.88**



INVOICE (INV-00029415)
FOR CITY OF LAWTON

BILLING CONTACT

HORIZON ROCK LLC
1401 MANATEE AVE SUITE 320
BRADENTON, FL 34205



INVOICE NUMBER	INVOICE DATE	INVOICE DUE DATE	INVOICE STATUS	INVOICE DESCRIPTION
INV-00029415	11/21/2025	12/21/2025	Due	Demolition

REFERENCE NUMBER	FEE NAME	TOTAL
D&D-0325-0340	Cost of Notice	\$103.97
	Demolition Contract	\$4,000.00
	Land Fill Tipping Fees	\$2,953.02
	Lien Filing Fees and Postage	\$103.97
	Research Fees	\$60.00
	Water & Sewer Cap	\$800.00
2613 Sw E Ave Lawton, OK 73505		SUBTOTAL \$8,020.96

REMITTANCE INFORMATION
City of Lawton, OK 212 SW 9th St Lawton, OK 73501

TOTAL **\$8,020.96**



**INVOICE (INV-00029416)
FOR CITY OF LAWTON**

BILLING CONTACT

MACIAS, JOSEPH V &/OR CONSUELO J
1105 SW PENNSYLVANIA AVE
Lawton, OK 735017321



INVOICE NUMBER	INVOICE DATE	INVOICE DUE DATE	INVOICE STATUS	INVOICE DESCRIPTION
INV-00029416	11/21/2025	12/21/2025	Due	Demolition

REFERENCE NUMBER	FEE NAME	TOTAL
D&D-0325-0329	Cost of Notice	\$103.97
	Demolition Contract	\$2,500.00
	Land Fill Tipping Fees	\$2,546.43
	Lien Filing Fees and Postage	\$40.98
	Research Fees	\$60.00
	Water & Sewer Cap	\$800.00
710 Sw I Ave Lawton, OK 73501		SUBTOTAL \$6,051.38

REMITTANCE INFORMATION

City of Lawton, OK
212 SW 9th St
Lawton, OK 73501

TOTAL **\$6,051.38**



Item Title:

Consider approving the claims list from November 8, 2025, through November 28, 2025.

Initiator: Chandra Young

Information Source: Chandra Young

Background:

In accordance with Section 10-1-126 of the City of Lawton Code of Ordinances, the process for reviewing, approving, and reporting the payment of invoices is designed to ensure compliance with all applicable laws and policies. Invoices that meet all requirements under state and local regulations are approved for payment on a weekly basis. To maintain transparency and accountability, a list of all invoices proposed for payment is distributed to the city manager, city clerk, and internal auditor at least 24 hours before payments are issued. This list is also made available for review by the city council and the public in the city clerk's office. Additionally, the finance director provides the city council with a comprehensive list of all invoices paid since the last council meeting. This ensures council members are informed of financial transactions and can address any concerns or exceptions. The attached claims list complies with these procedures and is submitted for council review as part of the regular agenda.

Correlation to the True North Statement:

Transparency and trust

Exhibit:

Claims lists are on file in the City Clerk's Office

Key Issues:

None

Funding Source:

Documented separately on the claims lists

Recommended Action:

Approve the claims lists from November 8, 2025, through November 28, 2025.

ATTACHMENTS:

None

Item Title:

Consider approving proposed appointments to boards and commissions.

Initiator: Stan Booker, Mayor

Information Source: Julia Mantzke, Council Relations Liaison

Background:

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

AMBULANCE COMMITTEE:

Kirby Brown – Mayoral Appointment
212 SW 9th St.
Lawton, OK 73501

CITIZEN'S POLICE ADVISORY COMMITTEE:

Allan Hampton, Council Representative
1202 NW Bell Ave.
Lawton, OK 73507
UT: 01/28/2028

COUNCIL FEE COMMITTEE:

Tiffiney Dimery-Mayoral Appointment
2405 NE Meadowlark Lane
Lawton, OK 73507
Effective 01/12/2025

DOWNTOWN TRANSFER SITE COUNCIL COMMITTEE:

Robert Weger-Ward 6
2701 NW 75th Street
Lawton, OK 73505
Council Term

FISTA DEVELOPMENT TRUST AUTHORITY:

Kirby Brown-Mayoral Appointment
709 NW 46th St.
Lawton, OK 73505
Effective 01/12/2026

LAKES AND LAND COMMISSION:

Robert Weger-Ward 6
2701 NW 75th Street
Lawton, OK 73505
UT: 07/25/2026

Jimmy L. Garrison, Mayoral Appointment
19 Prairie Road
Elgin, OK 73538
UT 03/26/2027

LAWTON ECONOMIC DEVELOPMENT AUTHORITY (LEDA):

Kirby Brown-Mayoral Appointment
709 NW 46th St.
Lawton, OK 73505
Effective 01/12/2026

LMPO TRANSPORTATION POLICY BOARD:

Taron Epps – City Council Representative
1801 NE 29th St.
Lawton, OK 73501
Council Term

PARKS & RECREATION COMMISSION:

David Tyler-Mayoral Re-Appointment
501 SW 77th Street
Lawton, OK 73505
Term: 01/01/2028

Reginald Seaton, Mayoral Re-Appointment
4826 SE Brown Street
Lawton, OK 73501
Term: 01/01/2028

Melissa Shelton, Mayoral Re-Appointment
2324 NW 78th Street
Lawton, OK 73505
Term: 01/01/2028

Kelly Harris-Alternate 2
1917 NW Cherry Ave.
Lawton, OK 73507
Term: 01/01/2028

PENSION TRUST COMMISSION:

James Apple-Mayoral Re-Appointment
3502 SE 45th St.
Lawton, OK 73501
Term: 11/01/2030

PROCESSES OVERSIGHT COMMITTEE:

Kirby Brown-Mayoral Appointment

709 NW 46th St.
Lawton, OK 73505
Effective 01/12/2026

RACE RELATIONS COUNCIL COMMITTEE:

Lane Hooton, Ward 1
1604 NW 37th St.
Lawton, OK 73505
Council Term

STEM BOARD:

Mayor Stan Booker, Re-Appointment
03/12/2026

Dr. Krista Ratliff- FISTA Representative and Deputy Board Chairman, Re-Appointment
03/12/2026

Dr. Kyle Moore- Cameron University Representative, Re-Appointment
03/12/2026

Doug Brown- Lawton Public Schools Representative, Re-Appointment
03/12/2026

Nate Slate- Industry STEM Partner Representative, Re-Appointment
03/12/2026

BG (R) Randy McIntire- Industry STEM Partner Representative, Re-Appointment
03/12/2026

Dr. Virginia Aid- Non-voting Fort Sill Representative, Re-Appointment
03/12/2026

Correlation to the True North Statement:

Transparency and Trust

Exhibit:

Proposed Appointments

Key Issues:

N/A

Funding Source:

N/A

Recommended Action:

Approve the appointments to boards and commissions.

ATTACHMENTS:

1. Board Appointments- 12.02.2025



December 2, 2025

AMBULANCE COMMITTEE:

Kirby Brown – Mayoral Appointment
212 SW 9th St.
Lawton, OK 73501

CITIZEN’S POLICE ADVISORY COMMITTEE:

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1202 NW Bell Ave.
Lawton, OK 73507
UT: 01/28/2028

COUNCIL FEE COMMITTEE:

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03/12/2026

Dr. Kyle Moore- Cameron University
Representative, Re-Appointment
03/12/2026

Doug Brown- Lawton Public Schools
Representative, Re-Appointment
03/12/2026

Nate Slate- Industry STEM Partner Representative,
Re-Appointment
03/12/2026

BG (R) Randy McIntire- Industry STEM Partner
Representative, Re-Appointment
03/12/2026

Dr. Virginia Aid- Non-voting Fort Sill
Representative, Re-Appointment
03/12/2026

Item Title:

Receive a report from the Housing & Community Development Administrator regarding the current status of a Tenant Based Rental Assistance (TBRA) with the Lawton Housing Authority (LHA) and take action as deemed necessary.

Initiator: Larry Parks, Director, Charlotte Brown, Deputy Director

Information Source: Robert Burns, Housing Administrator, Kristy Dement, Housing Development Specialist

Background:

In consideration of tasks performed by Lawton Housing Authority (LHA), and between the dates of 1 February 2024 and 30 June 2024, LHA is seeking to recover \$74,794.01.

While in preparation of asking for this reimbursement, the Housing & Community Development (HCD) office discovered that:

- There was no Agreement from which such claim could be drawn against: the agreement previous to these dates between the City of Lawton and Lawton Housing Authority (LHA) was executed in 2019 and expired in 2021. (See the attached email thread)
- From September 2022 to December 2023, HCD has records of payments made to LHA absent an agreement.
- The latest Agreement between LHA and the City of Lawton was signed 3 October 2024, with one amendment signed 6 June 2025, having no bearing on the above request.
- LHA has requested that the \$74,794.01 be refunded for the time frame of 1 February 2024 thru 30 June 2024.
- No agreement has been approved or started for FY26 due to the fact that the HOME funds have not yet been received by the City of Lawton.

The City Council tabled the matter on November 11, 2025 pending a legal review regarding the absence of a valid agreement and the Lawton Housing Authority's request for reimbursement. Staff did meet with Legal regarding this matter, and their recommendation is that no agreement should be backdated to those dates.

Correlation to the True North Statement:

Transparency

Exhibit:

Agreement to Administer and Operate an Affordable Housing Project dated August 8, 2019, with one amendment (unsigned)

Affidavits for Payments from September 2022 to December 2023

Email Thread from Anan Richmond, LHA Executive Director

Key Issues:

Does Council want to direct staff to create an agreement to reimburse the TBRA during the time

frame of February 2024 to June 2024?

Funding Source:

HOME Funding

Recommended Action:

Receive the report from the Housing and Community Development Administrator and take action as deemed necessary. Should Council wish to approve an agreement, staff recommends that the agreement be prospective in nature and not retroactive.

ATTACHMENTS:

1. Exhibits

**AGREEMENT TO ADMINISTER AND OPERATE AN AFFORDABLE RENTAL
HOUSING PROJECT BY A SUBRECIPIENT**

WHEREAS, the City of Lawton, Oklahoma deems it desirable to enter into an agreement with the Lawton Housing Authority, named herein, for administration and operation of an affordable rental housing project for very low-income families;

NOW, THEREFORE, in consideration of the payments to be made by the City of Lawton to the Lawton Housing Authority, the services to be performed by the Housing Authority of the City of Lawton, Oklahoma, and the mutual obligations set forth, herein, the parties mutually agree as follows:

This Agreement is made and entered into this 8th day of August, 2019, between the City of Lawton, Oklahoma, a Municipal Corporation, having a principal place of business at 212 SW 9th, Lawton, Oklahoma, hereinafter referred to as "CITY", and the Lawton Housing Authority, having a principal place of business at 609 SW "F" Avenue, Lawton, Oklahoma 73501, hereinafter referred to as "AGENCY", for the administration and operation of an affordable tenant-based rental assistance housing project, hereinafter referred to as "TBRA".

1. AVAILABILITY, FUNDING AND USE OF HOME FUNDS

- A. All payments to the AGENCY contemplated by this Agreement are to be made only from HOME Program funds made available to CITY by the U.S. Department of Housing and Urban Development (HUD) for use in the HOME Program. Notwithstanding any other provisions of this Agreement, payments to be made to the AGENCY pursuant to this Agreement are subject to the continued availability of such HOME Program funds. The CITY shall be the final authority as to the availability of HOME Program funds.
- B. It is expressly understood by the AGENCY that the national objective to be accomplished under this Agreement and the terms of the National Housing Act is to direct benefit to families of very low-income as they are defined in 24 CFR §92.203 to the exclusion of all others. Income limits will not exceed HUD'S published very-low income limits based on the limits in force and effect at the time of qualification of the applicant. Current HUD income limits are available at the Housing and Community Development (HCD) office.
- C. This Agreement provides both rental assistance funds in accordance with 24 CFR §92.209 and administrative funds in accordance with 24 CFR §92.207 for an affordable HOME TBRA housing project.
- D. The AGENCY is receiving HOME Program funds in the form of a grant. The AGENCY is acting as a sub recipient in accordance with the definition at 24 CFR §92.2. The AGENCY has been selected by the CITY to administer the CITY'S HOME TBRA project under this Agreement.
- E. In consideration of the tasks to be performed by the AGENCY under the terms of this Agreement, and subject to funding availability, the CITY shall allocate to the AGENCY an amount of rental assistance funds not to exceed One Hundred Ninety-Three Thousand and no/100 Dollars (\$193,000.00) and an amount of administrative funds not to exceed Seven Thousand and no/100 Dollars (\$7,000.00). Administrative funds' payments shall be three and one half (3.5) percent of the actual drawdown of total rental assistance funds based on the receipt of the monthly request for HOME TBRA checks.

- (1) AGENCY agrees that all expenditures of HOME Program funds provided to the AGENCY by the CITY pursuant to this Agreement shall be made solely in accordance with the budgets set forth below.

RENTAL ASSISTANCE BUDGET

Activity	Amount
Rental Administration	\$7,000.00
Rental Assistance	\$193,000.00
TOTAL	\$200,000.00

- (2) It is expressly understood that the AGENCY may not initiate any action, which would require an increase in the allocations provided in this Agreement. The AGENCY shall submit a written request for any increase in the allocations. The CITY must authorize and approve requests for any additional funds.
- F. The AGENCY shall in a satisfactory and proper manner, as determined by the CITY, undertake applicable tasks to be performed as described below utilizing the rental assistance funds in this Agreement in accordance with the terms and conditions as set forth herein and 24 CFR §92.209. It shall be the goal of this project to assist approximately forty-eight (48) families during the term of this Agreement. The quarterly goal will be six (6) eligible families. The allocated rental assistance funds shall be for the sole use of providing HOME TBRA to eligible families. None of the rental assistance funds shall be used for security or utility deposit assistance or for administrative purposes. Administrative cost has been set-aside and maybe applied towards Rental Assistance. The AGENCY shall:
- (1) Provide HOME TBRA only to very low-income families who reside or may wish to reside within the corporate limits of the City of Lawton beginning on August 1, 2019 and ending on July 31, 2021, unless this Agreement is renewed or extended by the CITY.
- (2) Provide HOME TBRA to eligible families selected in accordance with the AGENCY'S written tenant selection policies and criteria consistent with the following:
- (a) Ensure that at least 50 percent of assisted families qualify under one of three federal preferences listed below.
- i. Occupying substandard housing, including families that are homeless or living in a homeless shelter for families; or
 - ii. Paying more than 50 percent of their annual income for rent; or
 - iii. Are involuntarily displaced.

- (b) Ensure that assisted families qualify under the CITY'S established preferences for specific category or special needs to receive benefits.
 - i. The specific category includes families with abandoned spouses, displaced homemakers, welfare to work families, and displaced workers pursuing an education or job training.
 - ii. Special needs are defined as persons with disabilities, victims of domestic violence, homeless, and displaced persons.
- (3) Determine the annual family income in accordance with 24 CFR § 5.609 and adjusted gross income in accordance with 24 CFR §5.611 before assistance is provided. Income determinations are valid for up to six (6) months after determination of eligibility. During the period of assistance, the AGENCY must at least annually reexamine the family income, size and composition for eligibility.
- (4) Expend HOME TBRA subsidies only on units owned by private landowners. HOME TBRA will not be used to assist tenants in payments of fees charged or assessed in cooperative units.
- (5) Ensure that the program provides TBRA through a contract with the owner that leases a unit to an assisted family. The AGENCY must review and approve the lease as set forth in 24 CFR § 92.209 and § 92.253 (b).
- (6) Disapprove a lease if the rent is not reasonable, based on rents that are charged for comparable unassisted rental units in the CITY or the lease contains any of the prohibited provisions set forth in 24 CFR §§92.209 and § 92.253 (b).
- (7) Ensure that the monthly assistance provided complies with the requirements set forth in 24 CFR §92.209. The minimum tenant contribution to rent shall be Fifty and no/100 Dollars (\$50.00).
- (8) Ensure that the maximum subsidy for rent complies with the requirements set forth in 24 CFR §92.209. The CITY establishes for each unit size that the rent standard may not be less than 80 percent of the published Section 8 existing housing Fair Market Rent (FMR) nor more than the FMRs based on the limits in force and effect at the time. The City establishes for each unit size, that the rent standard may not be less than 80 percent of the published existing housing fair market rent (FMR) nor more than the FMR's based on the limits in force and effect at the time.
- (9) Ensure that housing occupied by HOME TBRA recipients meet the housing quality standards (HQS) as set forth in 24 CFR §982.401. The AGENCY must inspect the housing at the time of application and re-inspect the housing at least annually.
- (10) Ensure that the AGENCY assists potential clients of this project from the established AGENCY Section 8 waiting list as set forth in 24 CFR §92.209.

- G. The AGENCY shall in a satisfactory and proper manner, as determined by the CITY, undertake applicable tasks to be performed as described below in this Agreement in accordance with the terms and conditions as set forth herein and 24 CFR §92.207. The AGENCY shall administer the project in accordance with the "Section 8 Voucher Program Model" and provide such equipment and services as are necessary to operate it for the period specified in this Agreement. Funding shortages prohibit the allowance of administrative funds.
- H. The AGENCY is solely responsible for insuring that the use of all HOME Program funds released pursuant to this Agreement comply with all applicable federal, state, and municipal statutes, regulations and/or other legal authorities, as may be modified or amended during the term of this Agreement, or extension thereof, relating to the expenditure or use of said HOME Program funds.

2. PROGRAM INCOME

- A. The AGENCY shall comply with the program income requirements of 24 CFR § 92.503. Program income is defined at 24 CFR §92.2 as gross income received by the AGENCY, which is directly generated from the use of HOME Program funds. If the AGENCY receives such program income, the AGENCY will record and track program income receipts, if any, as part of the financial transactions of the project. The AGENCY agrees that program income along with interest earned, if any, generated using HOME Program funds shall be returned to CITY within thirty (30) working days of receipt.
- B. Any program income and/or any interest thereon on hand when the Agreement is terminated or expires, or which is received after the Agreement's termination or expiration, shall be paid to the CITY. Such payment shall be made by the AGENCY within (30) working days after termination or expiration of the Agreement, or in the case of receipts after termination or expiration, within (30) working days after such termination, expiration, or receipt.

3. UNIFORM ADMINISTRATIVE REQUIREMENTS

- A. The AGENCY shall comply with the Uniform Administrative Requirements, as applicable, set forth in 24 CFR §92.505 and the audit requirements in 24 CFR §92.506.

(1) 24 CFR Part 85 requirements:

- (a) 85.6, Additions and exceptions.
- (b) 85.12, Special grant or sub grant conditions for "high-risk" grantees.
- (c) §85.20, Standards for financial management systems.
- (d) §85.22, Allowable costs.
- (e) §85.26, Non-federal audit.
- (f) §85.32, Equipment.
- (g) §85.34, Copyrights.
- (h) §85.36, Procurement.
- (i) §85.43, Termination for cause
- (j) §85.44, Termination for convenience,
- (k) §85.51, Later disallowances and adjustments.

(1) §85.52, Collection of amounts due.

- (2) The AGENCY shall comply with the applicable requirements of OMB Circular A-87, "Cost Principles for State, Local and Indian Tribal Governments", OMB Circular A-87 establishes principles and standards to provide a uniform approach for determining costs and to promote effective program delivery, efficiency, and better relationships between governmental units. The principles are for determining allowable costs only. They are not intended to identify the circumstances or to dictate the extent of federal and governmental unit participation in the financing of a particular award.
- (3) The AGENCY shall comply with the applicable requirements of OMB circular A-133, revised June 27, 2003, "Audits of States, Local Governments, and Profit Organization". OMB Circular A-133, set forth standards for obtaining consistency and uniformity for the audit of non-federal entities expending federal awards. The AGENCY shall submit to the CITY a copy of any audit reports [within thirty (30) days of receipt] pertaining to the use of HOME Program funds. In the event an audit results in the determination that the AGENCY has expended funds on disallowed costs, the CITY shall require the AGENCY to reimburse the CITY in full for any and all such costs.
- (4) OMB Circulars referenced in this section may be obtained from:

Executive Office of the President
Publication Services
725 17th Street, N.W. Suite G-2200
Washington, DC 20503

4. OTHER PROGRAM REQUIREMENTS

The AGENCY shall comply with the "Other Federal Requirements" of 24 CFR Part 92.614.

- (1) Nondiscrimination: No person shall on the grounds of race, color, national origin, religion, age, sex, sexual orientation, status as a parent, or disability be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with HOME Program funds.
- (2) Lobbying: No federal funds may be expended by the recipient of a cooperative agreement to pay any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, and employee of a Member of Congress or an official or employee of the CITY in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- (3) Debarment and Suspension: The AGENCY shall comply with the non-procurement debarment and suspension common rule in accordance with 24 CFR §85.35. This common rule restricts contracts with certain parties that are debarred, suspended, or

otherwise excluded from or ineligible for participation in federal assistance programs or activities.

- (4) Drug-Free Workplace: The AGENCY shall comply with the requirements of the Drug-Free Workplace Act of 1988.
- (5) Minority Outreach: The AGENCY shall establish procedures acceptable to the CITY for a minority outreach program to encourage the inclusion of minorities and women, and entities owned by minorities and women in all contracts entered into by the AGENCY with such persons or entities in order to facilitate the activities of the AGENCY to provide affordable housing.
- (6) Displacement and relocation: The AGENCY shall ensure that it takes all reasonable steps to minimize the displacement of persons because of a project assisted with HOME Program funds.
- (7) Lead-based paint: The AGENCY shall comply with the applicable requirements of the Lead-Based Paint Poisoning Prevention Act.
- (8) Conflict of Interest: The AGENCY shall comply with the requirements of 24 CFR §92.356.
 - a. In the procurement of supplies, equipment, and services by the AGENCY, the conflict of interest requirements in 24 CFR §85.36 shall apply. In all cases not governed by 24 CFR §85.36, the requirements of 24 CFR §92.356 apply.
 - b. No governing board member, director, officer, agent, consultant, employee, contractor or subcontractor of the AGENCY who exercises, or who is in a position to participate in the decision-making process, or gain inside information may obtain any interest, direct or indirect, in the HOME project covered by this Agreement or the proceeds thereunder, either for the enumerated persons or those with whom they have family or business ties during their tenure or for one year thereafter. If the AGENCY becomes aware of any of the enumerated person having a prohibited interest in or is receiving any benefit from HOME-assisted activities, HOME Program funds and HOME project covered by this Agreement, the AGENCY shall immediately notify the CITY.

5. REQUEST FOR DISBURSEMENT OF FUNDS

- A. No costs or use of HOME Program funds shall be incurred or disbursed in connection with the HOME TBRA project until the AGENCY has received a written "Notice to Proceed" from the CITY'S Housing and Community Development (HCD) office.

- B. The AGENCY agrees not to request disbursement of funds under the Agreement until the funds are needed for payment of eligible costs. The amount of each request must be limited to the amount needed.
- C. The CITY shall not be liable to the AGENCY for any cost incurred by the AGENCY that are ineligible costs, as set for the in 24 CFR §92.214.
- D. The AGENCY will submit periodic claims for reimbursement using the formats as prescribed by the HCD office. An official authorized in writing by the AGENCY'S governing body must sign the claim forms. The following report formats can be acquired at the CITY'S HCD office and shall be followed:
 - 1. Request For Administrative Payment
 - 2. Request For Assistance Checks
 - 3. Affidavit, Required for Claims Of \$1,000.00 or More
 - 4. Rent Assistance Checks Request Attachment

6. REVERSION OF ASSETS

Upon the expiration or termination of the Agreement the AGENCY shall transfer to the CITY any HOME Program funds, including program income, on hand at the time of expiration, any accounts receivable attributable to the use of HOME Program funds, and any equipment under the AGENCY'S control that was acquired or improved in whole or in part with HOME Program funds.

7. RECORDS, REPORTS, AND MONITORING

- A. The AGENCY shall furnish to the CITY'S HCD all reports required by HUD and such additional reports as may be necessary to comply with all applicable laws, regulations, guidelines, and conditions. The AGENCY shall provide other reports deemed reasonably necessary by HCD.
- B. The AGENCY shall furnish a quarterly report during the term of this Agreement to the CITY'S HCD. The report format shall be the same as the Tenant-Based Rental Assistance Project Set-Up Report (HUD Form 40095 at <http://www.hud.gov/offices/adm/hudclips/forms/files/40095.pdf> or a similar form that captures the same data. The CITY shall use such data and information to evaluate the impact of the AGENCY'S service to very low-income families. This information shall be mailed to: City of Lawton, Housing and Community Development, ATTN: Administrator, 1405 SW 11th Street, Lawton, OK. 73501.
- C. The CITY, HUD or the Comptroller General of the United States or any of their duly authorized representatives shall at all times have the right and option to monitor, inspect, audit and review the AGENCY'S performance and operation of the HOME-assisted project to be performed under this Agreement. The AGENCY shall provide timely access to all of the mentioned entities, which shall have the right to inspect any and all records, books, documents, or papers of the AGENCY and the contractors of the AGENCY, for the purpose of making audit examination.

- D. CITY shall, throughout the term of the Agreement and any extension thereof, monitor and evaluate the financial feasibility and progress of the AGENCY'S project and the AGENCY'S continuing fiscal responsibility and the AGENCY'S compliance with HOME Program requirements and terms and conditions of the Agreement. Such monitoring and evaluation shall not in any manner, relieve or waive any obligations of the AGENCY under this Agreement or pursuant to applicable state and federal statutes, city ordinances, regulations and rules. Any representation to the contrary by the AGENCY to any third party is strictly prohibited and may be grounds for the termination of this Agreement by the CITY.
- E. The AGENCY shall establish an accurate, complete, and orderly system of record keeping pursuant to 24 CFR §92.508 including but not limited to:
- (1) Administrative Records;
 - (2) Financial Records;
 - (3) Debarment Records;
 - (4) Description and location of the activity assisted with HOME funds;
 - (5) Documentation that the project meets a national objective;
 - (6) Eligibility determination for each recipient of the project.

8. ENFORCEMENT OF AGREEMENT

- A. This Agreement commences on August 1, 2019 and shall terminate July 31, 2021, unless this agreement is renewed or extended by the CITY, or this Agreement is terminated as specified below.
- B. This Agreement may be terminated or suspended in whole or in part at any time by the written agreement of the parties pursuant to 24 CFR §85.44. This Agreement may be terminated or suspended by the CITY, in whole or in part, for cause on accordance with the requirements of 24 CFR §85.43, after notice and an opportunity for the AGENCY to present reasons why such action should not be taken. Grounds constituting causes include, but are not limited to: the AGENCY fails to comply with the requirements of this Agreement or with any applicable laws, regulations, guidelines, or procedures, or is unduly dilatory in executing its commitments under this Agreement or a prior Agreement with CITY, including, but not limited to, submission of required reports due, resolution of monitoring findings, and monitoring results; purposes for the HOME funds have not been or will not be fulfilled or would be illegal to carry out; and the AGENCY has submitted incorrect or incomplete documentation pertaining to this Agreement.
- C. In the event CITY must initiate proceedings to enforce the terms and conditions of this Agreement or seek redress for damages caused by the AGENCY'S breach of this Agreements CITY shall be entitled to recover all costs, including without limitation, court costs and attorneys fees, incurred in such proceedings.
- D. If the AGENCY fails to demonstrate to the CITY'S satisfaction that it has met the requirements of this Agreement, the City may take any or all corrective or remedial action as described below or allowed under law or equity.
1. The AGENCY shall prepare and follow a schedule of actions that are approved by the CITY for carrying out the affected activities, consisting

- of schedules, timetables, and milestones necessary to implement the project.
2. The AGENCY shall establish and follow a management plan that assigns responsibilities that is approved by the CITY for carrying out the remedial actions.
 3. CITY may cancel or revise activities likely to be affected by the performance deficiency.
 4. The AGENCY shall reimburse HOME Program funds to the CITY in any amount not used in accordance with the requirements of this Agreement.
 5. CITY may take necessary actions to suspend disbursement of HOME Program funds for affected activities.

9. WRITTEN AGREEMENTS

- A. The AGENCY shall execute a written agreement with the owner of rental housing for the use of HOME TBRA funds. The written agreement shall include the following:

1. The lease between a tenant and the owner of rental housing must be for not less than one year, unless by mutual agreement between the tenant and owner.
2. The terms of the rental assistance contract shall begin on the first day of the term of the lease and shall not exceed 24 months.
3. A rental assistance contract with the owner must terminate on the termination of the lease.
4. The tenant share of the rent, the AGENCY share of the rent, and payment condition shall be included.
5. The owner may not terminate the tenancy or refuse to renew the lease except for serious or repeated violation of the terms of the lease; for violation of applicable federal, state, or local laws; or for other good cause. The owner shall serve written notice to the tenant at least 30 days before the termination date.
6. The owner shall agree to maintain the unit to provide decent, safe, and sanitary housing that meets the HQS; the AGENCY shall have the right to inspect the unit at least annually; and the AGENCY shall have the right to terminate the rental assistance contract if the unit fails to meet HQS.
7. The agreement must contain the following requirements:
 - a. Nondiscrimination and compliance reviews.
 - b. Access to owner records for audits and examinations.
 - c. Rights of the AGENCY if the owner breaches contract.
 - d. The AGENCY'S relationship to third parties.
 - e. Conflict of interest provisions.

- f. Transfer of contract.
- g. Modification to contract.
- h. Warranty of legal capacity and condition of the unit.

- 8. The written agreement format at http://portal.hud.gov/hudportal/documents/huddoc?id=DOC_17092.pdf; or a similar format that captures the same data shall be used. A copy of the written agreement format is also available at the HCD office.

10. PERSONNEL POLICIES AND INTERNAL PROCEDURES

- A. Personnel policies and operating procedures of the AGENCY shall be the responsibility of and determined by the AGENCY; such policies and procedures shall be in accordance with applicable laws and regulations. Copies of such policies and internal operating procedures, including any amendments thereto, shall be furnished to the CITY.
- B. The AGENCY may enter into contracts for necessary assistance in completing the tasks to be performed under this Agreement. Such contracts shall be in accordance with applicable law and regulations; and further, the AGENCY shall be responsible for the work performed by such contractors and for all expenditures made under such contracts

11. INDEPENDENT CONTRACTOR STATUS

- A. The AGENCY is an independent contractor, notwithstanding any provisions of this Agreement, and shall be fully responsible for and shall have the sole and exclusive control of the AGENCY employees, contractors/subcontractors, and agents in the means and methods required in fulfilling obligation of the AGENCY under this Agreement.
- B. The AGENCY agrees to conduct itself in a manner consistent with such status and further agrees that it will neither hold itself out as nor claim to be an officer, employee or agent of the CITY by reason of the Agreement, and that it will not by reason of this Agreement make any claim, demand, or application for any right or privilege applicable to an officer, employee or agent of the CITY, including, but not limited to, workers' compensation coverage, unemployment insurance benefits, social security coverage or retirement membership or credit.

12. INSURANCE

- A. General Liability: The AGENCY shall procure and maintain in full force and effect, for the term of this Agreement, a policy or policies under a comprehensive form, naming the CITY, as coinsured, covering the AGENCY and the AGENCY employees and the HOME project of the type and in the amounts required by this Agreement. The AGENCY shall have, during term of this Agreement, insurance in the minimum amount of Twenty-Five Thousand Dollars (\$25,000.00) for any claim or to any claimant who has more that one claim for loss of property arising out of a single act, accident or occurrence, One Hundred Twenty-Five Thousand Dollars (\$125,000.00) to any claimant for their claim for any loss arising out of a single act, accident, or occurrence, and One Million (\$1,000,000.00) for any number of claims arising out of a single occurrence, accident. Liability insurance policy or policies shall be issued by an insurance company, duly licensed to do business in the State of Oklahoma and shall hold harmless and indemnify the CITY, its departments, boards, commissions, agencies, institutions and all the employees hereinbefore mentioned.

- B. **Workers' Compensation:** THE AGENCY shall procure and maintain in full force and effect, for the term of this Agreement, full workers' compensation insurance as required by state law protecting the AGENCY and its employees. If applicable, the AGENCY may provide a current certificate showing exemption from this requirement in lieu of proof of insurance coverage.
- C. **Proof of Insurance:** The AGENCY shall furnish the CITY with proofs of insurance showing the types, amounts and classes of operations covered, effective dates and dates of expiration of the policies. Such proof of insurance shall contain substantially the following statement: "The insurance covered by this certification will not be cancelled or materially altered, except after ten (10) days written notice has been received by the CITY."

13. INDEMNIFICATION AND HOLD HARMLESS

- A. The AGENCY understands and agrees while it is performing under this Agreement that it will hold harmless and indemnify the CITY, its officials, and employees against all claims and actions and all expenses defending same, that are brought as a result of any injury or damage sustained by any person or property in consequence of any act or omission by the AGENCY or its agents or employees.

14. MISCELLANEOUS

- A. **Interpretation and Enforceability:** should it become necessary to determine the meaning or otherwise interpret any word, phrase or requirement of this Agreement, or should the terms of this Agreement in any way be the subject of litigation in any court of laws or equity, it is expressly agreed that except where definitions are provided by federal law then the laws of the state of Oklahoma shall control same.
- B. **Non-Waiver of Defaults:** any failure by the CITY, at any time, to enforce or require the performance of any of the terms or conditions of this Agreement, or to exercise a right hereunder, or to make payment or reimbursement to the AGENCY, shall not, nor shall it be construed to constitute a waiver or limitation of any terms, conditions or rights of the CITY or HUD hereunder or at law.
- C. **Binding Effect:** the terms and conditions of this Agreement shall extend and inure to the benefit of and be binding upon the parties, their heirs, executors, administrators, trustees, successors, and assigns.
- D. **Ability and Experience:** The AGENCY certifies that it possesses experience, knowledge, and ability in conducting and performing the project, which is the subject of this Agreement and agrees to use such experience, knowledge, and ability in its prosecution and completion of this Agreement for the benefit of very low-income families. The AGENCY agrees to put forth its best efforts on behalf of very low-income families and promises to adhere to good business and professional practices in its prosecution and completion of this Agreement.
- E. **Agreement Composition:** This Agreement constitutes the entire agreement between the parties.

F. General: The captions and headings used in this Agreement are intended for convenience only and shall not be used for purposes of construction or interpretation.

G. Points of Contact:

1. In the case of the AGENCY, the address is as follows:

Lawton Housing Authority
Attn: Rita Love, Executive Director
609 SW "F" Avenue
Lawton, Oklahoma 73501

2. In the case of the CITY, the address is as follows:

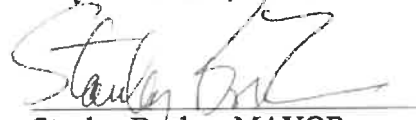
City of Lawton
Housing & Community Development
Attn: Administrator
1405 SW 11th Street
Lawton, Oklahoma 73501

15. MODIFICATION OR AMENDMENTS TO AGREEMENT

- A. Written agreement required: This Agreement may be extended, renewed or otherwise modified or amended only by the written agreement of the duly-authorized representatives of the CITY and AGENCY.
- B. Prior approval of CITY required: All proposed modifications or amendments to this Agreement, including the waiver of any provision herein, must be submitted to the CITY, in writing, and approved by the CITY prior to the desired effective date of the amendment.

IN WITNESS WHEREOF, the parties have hereunto set their hands this date and year first above written.

City of Lawton, Oklahoma


Stanley Booker, MAYOR

ATTEST:


Traci Hushbeck, CITY CLERK

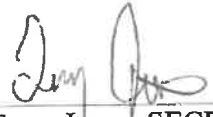
Approved as to Form and Legality on behalf of the City of Lawton this 8th day of August, 2019.


CITY ATTORNEY

Lawton Housing Authority


Lynda Bentley, CHAIRPERSON

ATTEST:


Terry Jones, SECRETARY



Hud # 2309

HOUSING AUTHORITY of LAWTON, OKLAHOMA

January 23, 2024

City of Lawton
Housing and Community Development
1405 SW 11th Street
Lawton, Oklahoma 73501

Subject: Request for Payment – CDBG Project No. 2021-2021, Tenant Based Rental Assistance Program

Dear Mr. Brooks:

This claim for the Tenant Based Rental Assistance Program for the month of December 2023 for \$10237.43 is forwarded herewith. I have reviewed the attached claim documents and hereby certify that the claim is correct and a true representation of the income and expenses during the period to the best of my knowledge and belief.

If you have questions or need additional information, please call.

Sincerely,

Rita C. Love, Executive

Attached: Claim Summary
 Claim Processing Sheet
 Financial Statement
 Affidavit for Payment

AFFIDAVIT FOR PAYMENT
CITY OF LAWTON, STATE OF OKLAHOMA

STATE OF OKLAHOMA)
) SS.
COMANCHE COUNTY)

The undersigned contractor, of lawful age, being first duly sworn, on oath says that this invoice or claim is true and correct. Affiant further states that the (work, services or materials) as shown by this invoice or claim have been (completed or supplied) in accordance with the plans, specifications, orders or requests furnished the affiant. Affiant further states that (s) he has made no payment directly or indirectly to any elected official, officer or employee of the State of Oklahoma, any county or local subdivision of the state of money or any other thing of value to obtain payment.

Lawton Support Services

BY: Rita C. Love
Rita C. Love, Executive Director

Subscribed and sworn to before me this 23 day of January, 2024



Alice Meza
Notary

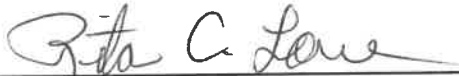
My Commission Expires: Oct. 2025
My Commission Number: 21014179

Lawton Support Services

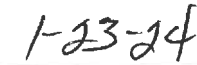
CLAIM SUMMARY

CDBG Project No. 2021-2021, Tenant Based Rental Assistance claim for the month of December 2023

Administration	\$439.43
Operations	\$9,798.00
Subtotal of Administration & Operations	\$10,237.43
Other	
Total Amount of Claim	\$10,237.43



Rita C. Love, Executive Director



Date

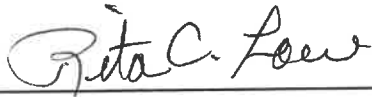


Lawton Support Services

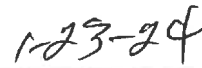
CLAIM PROCESSING SHEET

FOR THE PERIOD OF November 1, 2023 through November 30, 2023

1	Funds Available by Original Contract	\$200,000.00
2	Additions to Contract	\$200,000.00
3	Reductions from Contract	\$0.00
4	Total Contract Amount	\$400,000.00
5	Amount Claimed from City to Date	\$350,044.40
6	Unexpended Balance	\$49,955.60
7	Amount of Current Claim	\$10,237.43
8	Remaining Unexpended Balance	\$39,718.17



Rita C. Love, Executive Director



Date



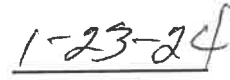
Lawton Support Services

MONTHLY FINANCIAL REPORT

CDBG Project No. 2021-2021, Tenant Based Rental Assistance claim for the month of December 2023

	Current Expense	Total Expended*	Budget Amount	Balance
A Salaries/Wages	\$0.00	\$0.00	\$0.00	\$0.00
B Benefits	\$0.00	\$0.00	\$0.00	\$0.00
C Consultants/Contracts	\$0.00	\$0.00	\$0.00	\$0.00
D Supplies	\$0.00	\$0.00	\$0.00	\$0.00
E Printing	\$0.00	\$0.00	\$0.00	\$0.00
F Communications	\$0.00	\$0.00	\$0.00	\$0.00
G Travel	\$0.00	\$0.00	\$0.00	\$0.00
H Utilities	\$0.00	\$0.00	\$0.00	\$0.00
I Rent	\$0.00	\$0.00	\$0.00	\$0.00
J Insurance	\$0.00	\$0.00	\$0.00	\$0.00
K Repairs/Maintenance	\$0.00	\$0.00	\$0.00	\$0.00
L Rental Assistance	\$9,798.00	\$346,888.00	\$386,000.00	\$39,112.00
M Admin Fee	\$439.43	\$13,393.83	\$14,000.00	\$606.17
Total	\$10,237.43	\$360,281.83	\$400,000.00	\$39,718.17


 Rita C. Love, Executive Director


 Date

* Includes Current Expenses

al Amount:	10,237.43
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Payment Amount: 10,237.43

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My Approvals

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HOUSING AUTHORITY-LAWTON

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None Released 



Hand # 2309

HOUSING AUTHORITY of LAWTON, OKLAHOMA

2/2024 KD

January 23, 2024

City of Lawton
Housing and Community Development
1405 SW 11th Street
Lawton, Oklahoma 73501

Subject: Request for Payment – CDBG Project No. 2021-2021, Tenant Based Rental Assistance Program

Dear Mr. Brooks:

This claim for the Tenant Based Rental Assistance Program for the month of November 2023 for \$10237.43 is forwarded herewith. I have reviewed the attached claim documents and hereby certify that the claim is correct and a true representation of the income and expenses during the period to the best of my knowledge and belief.

If you have questions or need additional information, please call.

Sincerely,

A handwritten signature in cursive script that reads "Rita C. Love".

Rita C. Love, Executive

Attached: Claim Summary
 Claim Processing Sheet
 Financial Statement
 Affidavit for Payment

AFFIDAVIT FOR PAYMENT
CITY OF LAWTON, STATE OF OKLAHOMA

STATE OF OKLAHOMA)
) SS.
COMANCHE COUNTY)

The undersigned contractor, of lawful age, being first duly sworn, on oath says that this invoice or claim is true and correct. Affiant further states that the (work, services or materials) as shown by this invoice or claim have been (completed or supplied) in accordance with the plans, specifications, orders or requests furnished the affiant. Affiant further states that (s) he has made no payment directly or indirectly to any elected official, officer or employee of the State of Oklahoma, any county or local subdivision of the state of money or any other thing of value to obtain payment.

Lawton Support Services

BY: *Rita C. Love*
Rita C. Love, Executive Director



and sworn to before me this 23 day of January, 2024

Alice M. [Signature]
Notary

My Commission Expires: Oct. 2025
My Commission Number: 21014179

Lawton Support Services

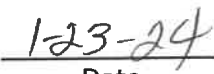
CLAIM SUMMARY

CDBG Project No. 2021-2021, Tenant Based Rental Assistance claim for the month of November 2023

Administration	\$439.43
Operations	\$9,798.00
Subtotal of Administration & Operations	\$10,237.43
Other	
Total Amount of Claim	\$10,237.43



Rita C. Love, Executive Director



Date

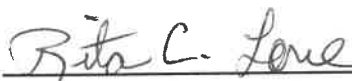


Lawton Support Services

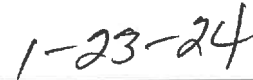
CLAIM PROCESSING SHEET

FOR THE PERIOD OF November 1, 2023 through November 30, 2023

1	Funds Available by Original Contract	\$200,000.00
2	Additions to Contract	\$200,000.00
3	Reductions from Contract	\$0.00
4	Total Contract Amount	\$400,000.00
5	Amount Claimed from City to Date	\$339,806.97
6	Unexpended Balance	\$60,193.03
7	Amount of Current Claim	\$10,237.43
8	Remaining Unexpended Balance	\$49,955.60



Rita C. Love, Executive Director



Date

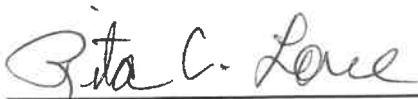


Lawton Support Services

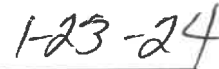
MONTHLY FINANCIAL REPORT

CDBG Project No. 2021-2021, Tenant Based Rental Assistance claim for the month of November 2023

	Current Expense	Total Expended*	Budget Amount	Balance
A Salaries/Wages	\$0.00	\$0.00	\$0.00	\$0.00
B Benefits	\$0.00	\$0.00	\$0.00	\$0.00
C Consultants/Contracts	\$0.00	\$0.00	\$0.00	\$0.00
D Supplies	\$0.00	\$0.00	\$0.00	\$0.00
E Printing	\$0.00	\$0.00	\$0.00	\$0.00
F Communications	\$0.00	\$0.00	\$0.00	\$0.00
G Travel	\$0.00	\$0.00	\$0.00	\$0.00
H Utilities	\$0.00	\$0.00	\$0.00	\$0.00
I Rent	\$0.00	\$0.00	\$0.00	\$0.00
J Insurance	\$0.00	\$0.00	\$0.00	\$0.00
K Repairs/Maintenance	\$0.00	\$0.00	\$0.00	\$0.00
L Rental Assistance	\$9,798.00	\$337,090.00	\$386,000.00	\$48,910.00
M Admin Fee	\$439.43	\$12,954.40	\$14,000.00	\$1,045.60
Total	\$10,237.43	\$350,044.40	\$400,000.00	\$49,955.60



Rita C. Love, Executive Director



Date

* Includes Current Expenses

1 E	HOME22 -4514-52090-	-	2604514
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el Amount:	10,237.43	Payment Amount:	10,237.43
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HOUSING AUTHORITY of LAWTON, OKLAHOMA

January 23, 2024

City of Lawton
Housing and Community Development
1405 SW 11th Street
Lawton, Oklahoma 73501

2-1-24
RD

Subject: Request for Payment – CDBG Project No. 2021-2021, Tenant Based Rental Assistance Program

Dear Mr. Brooks:

This claim for the Tenant Based Rental Assistance Program for the month of October 2023 for \$12338.43 is forwarded herewith. I have reviewed the attached claim documents and hereby certify that the claim is correct and a true representation of the income and expenses during the period to the best of my knowledge and belief.

If you have questions or need additional information, please call.

Sincerely,

Rita C. Love

Rita C. Love, Executive

Attached: Claim Summary
 Claim Processing Sheet
 Financial Statement
 Affidavit for Payment

AFFIDAVIT FOR PAYMENT
CITY OF LAWTON, STATE OF OKLAHOMA

STATE OF OKLAHOMA)
) SS.
COMANCHE COUNTY)

The undersigned contractor, of lawful age, being first duly sworn, on oath says that this invoice or claim is true and correct. Affiant further states that the (work, services or materials) as shown by this invoice or claim have been (completed or supplied) in accordance with the plans, specifications, orders or requests furnished the affiant. Affiant further states that (s) he has made no payment directly or indirectly to any elected official, officer or employee of the State of Oklahoma, any county or local subdivision of the state of money or any other thing of value to obtain payment.

Lawton Support Services

BY: Rita C. Love
Rita C. Love, Executive Director

Subscribed and sworn to before me this 23 day of January, 2024



Alice Meza
Notary

My Commission Expires: Oct. 2025
My Commission Number: 21014179

Lawton Support Services

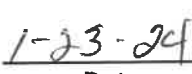
CLAIM SUMMARY

CDBG Project No. 2021-2021, Tenant Based Rental Assistance claim for the month of October 2023

Administration	\$483.43
Operations	\$11,855.00
Subtotal of Administration & Operations	\$12,338.43
Other	
Total Amount of Claim	\$12,338.43



Rita C. Love, Executive Director



Date

Lawton Support Services

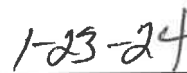
CLAIM PROCESSING SHEET

FOR THE PERIOD OF October 1, 2023 through October 31, 2023

1	Funds Available by Original Contract	\$200,000.00
2	Additions to Contract	\$200,000.00
3	Reductions from Contract	\$0.00
4	Total Contract Amount	\$400,000.00
5	Amount Claimed from City to Date	\$327,468.54
6	Unexpended Balance	\$72,531.46
7	Amount of Current Claim	\$12,338.43
8	Remaining Unexpended Balance	\$60,193.03



Rita C. Love, Executive Director



Date



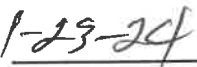
Lawton Support Services

MONTHLY FINANCIAL REPORT

CDBG Project No. 2021-2021, Tenant Based Rental Assistance claim for the month of October 2023

	Current Expense	Total Expended*	Budget Amount	Balance
A Salaries/Wages	\$0.00	\$0.00	\$0.00	\$0.00
B Benefits	\$0.00	\$0.00	\$0.00	\$0.00
C Consultants/Contracts	\$0.00	\$0.00	\$0.00	\$0.00
D Supplies	\$0.00	\$0.00	\$0.00	\$0.00
E Printing	\$0.00	\$0.00	\$0.00	\$0.00
F Communications	\$0.00	\$0.00	\$0.00	\$0.00
G Travel	\$0.00	\$0.00	\$0.00	\$0.00
H Utilities	\$0.00	\$0.00	\$0.00	\$0.00
I Rent	\$0.00	\$0.00	\$0.00	\$0.00
J Insurance	\$0.00	\$0.00	\$0.00	\$0.00
K Repairs/Maintenance	\$0.00	\$0.00	\$0.00	\$0.00
L Rental Assistance	\$11,855.00	\$327,292.00	\$386,000.00	\$58,708.00
M Admin Fee	\$483.43	\$12,514.97	\$14,000.00	\$1,485.03
Total	\$12,338.43	\$339,806.97	\$400,000.00	\$60,193.03


 Rita C. Love, Executive Director


 Date

* Includes Current Expenses

Account	↑ Org	Object
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Total Amount: 12,338.43 Payment Amount: 12,338.43

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My Approvals

Approve

Reject

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3064	HOUSING AUTHORITY-LAWTON				
0					
Oct 2023		Description		Hud# 23	
12,338.43		Status		Pending	
late	Disc basis	.00	Check Run		
.000	Disc amt	.00			

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10595

02/01/2024 

VENDOR NUMBER	VENDOR NAME	CHECK NUMBER	CHECK DATE	CHECK AMOUNT
3064	HOUSING AUTHORITY-LAWTON	751	02/08/2024	\$48,941.72

INVOICE DATE	INVOICE NUMBER	DESCRIPTION	INVOICE AMOUNT
12/31/2023	Dec 2023	Hud# 2309 TBRA agreement PO #: 22302104 - Community Services	\$10,237.43
11/30/2023	Nov	Hud# 2309 TBRA agreement PO #: 22302104 - Community Services	\$10,237.43
10/31/2023	Oct 2023	Hud# 2309 TBRA agreement PO #: 22302104 - Community Services	\$12,338.43
09/30/2023	Sept 2023	Hud# 2309 TBRA agreement PO #: 22302104 - Community Services	\$16,128.43

Gen. Ledger 2/15/24



City of Lawton
212 SW 9th Street
Lawton, OK 73501-3914

LIBERTY NATIONAL BANK
829 S.W. C AVENUE
LAWTON, OKLAHOMA 73501

Vendor Number
3064

Check Number
751

Check Date
02/08/2024

VOID 1 YEAR FROM DATE OF ISSUE

*** Forty-Eight Thousand Nine Hundred And Forty-One Dollars And Seventy-Two Cents ***

\$48,941.72

Pay To
The
Order Of
3064
HOUSING AUTHORITY-LAWTON
609 SW "F" AVENUE
LAWTON, OK 73501

Mayor - Stanley Booker

MP



Hud # 2309

HOUSING AUTHORITY of LAWTON, OKLAHOMA

January 23, 2024

City of Lawton
Housing and Community Development
1405 SW 11th Street
Lawton, Oklahoma 73501

2124
KP

Subject: Request for Payment – CDBG Project No. 2021-2021, Tenant Based Rental Assistance Program

Dear Mr. Brooks:

This claim for the Tenant Based Rental Assistance Program for the month of September 2023 for \$16128.43 is forwarded herewith. I have reviewed the attached claim documents and hereby certify that the claim is correct and a true representation of the income and expenses during the period to the best of my knowledge and belief.

If you have questions or need additional information, please call.

Sincerely,

A handwritten signature in cursive script that reads "Rita C. Love".

Rita C. Love, Executive

Attached: Claim Summary
 Claim Processing Sheet
 Financial Statement
 Affidavit for Payment

AFFIDAVIT FOR PAYMENT
CITY OF LAWTON, STATE OF OKLAHOMA

STATE OF OKLAHOMA)
) SS.
COMANCHE COUNTY)

The undersigned contractor, of lawful age, being first duly sworn, on oath says that this invoice or claim is true and correct. Affiant further states that the (work, services or materials) as shown by this invoice or claim have been (completed or supplied) in accordance with the plans, specifications, orders or requests furnished the affiant. Affiant further states that (s) he has made no payment directly or indirectly to any elected official, officer or employee of the State of Oklahoma, any county or local subdivision of the state of money or any other thing of value to obtain payment.

Lawton Support Services

BY: Rita C. Love
Rita C. Love, Executive Director

Subscribed and sworn to before me this 23 day of January, 2024



Alice Meza
Notary

My Commission Expires: Oct. 2025
My Commission Number: 210 14179

Lawton Support Services

CLAIM SUMMARY

CDBG Project No. 2021-2021, Tenant Based Rental Assistance claim for the month of September 2023

Administration	\$616.43
Operations	\$15,512.00
Subtotal of Administration & Operations	\$16,128.43
Other	
Total Amount of Claim	\$16,128.43


Rita C. Love, Executive Director

1-23-24
Date


1/23/24

Lawton Support Services

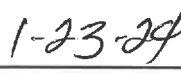
CLAIM PROCESSING SHEET

FOR THE PERIOD OF September 1, 2023 through September 30, 2023

1	Funds Available by Original Contract	\$200,000.00
2	Additions to Contract	\$200,000.00
3	Reductions from Contract	\$0.00
4	Total Contract Amount	\$400,000.00
5	Amount Claimed from City to Date	\$311,340.11
6	Unexpended Balance	\$88,659.89
7	Amount of Current Claim	\$16,128.43
8	Remaining Unexpended Balance	\$72,531.46



Rita C. Love, Executive Director



Date



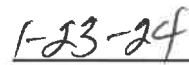
Lawton Support Services

MONTHLY FINANCIAL REPORT

CDBG Project No. 2021-2021, Tenant Based Rental Assistance claim for the month of September 2023

	Current Expense	Total Expended*	Budget Amount	Balance
A Salaries/Wages	\$0.00	\$0.00	\$0.00	\$0.00
B Benefits	\$0.00	\$0.00	\$0.00	\$0.00
C Consultants/Contracts	\$0.00	\$0.00	\$0.00	\$0.00
D Supplies	\$0.00	\$0.00	\$0.00	\$0.00
E Printing	\$0.00	\$0.00	\$0.00	\$0.00
F Communications	\$0.00	\$0.00	\$0.00	\$0.00
G Travel	\$0.00	\$0.00	\$0.00	\$0.00
H Utilities	\$0.00	\$0.00	\$0.00	\$0.00
I Rent	\$0.00	\$0.00	\$0.00	\$0.00
J Insurance	\$0.00	\$0.00	\$0.00	\$0.00
K Repairs/Maintenance	\$0.00	\$0.00	\$0.00	\$0.00
L Rental Assistance	\$15,512.00	\$315,437.00	\$386,000.00	\$70,563.00
M Admin Fee	\$616.43	\$12,031.54	\$14,000.00	\$1,968.46
Total	\$16,128.43	\$327,468.54	\$400,000.00	\$72,531.46


 Rita C. Love, Executive Director


 Date

* Includes Current Expenses

Total Amount: 16,128.43 Payment Amount: 16,128.43

Last Change

Joimata Taito RELEASED this invoice on 02/01/2024 at 16:14:20

Bal \$5,111.92

Workflow

My Approvals Approve Reject Forward

8864

02/01/2024



2024

8

FEB

260

...

CDBG

260

...

10595

...

02/01/2024



0

Invoice Header

Year	2023		
PO	22302104	 Receiving	Open amount 55,111.92
Contract			
Vendor *	3064	HOUSING AUTHORITY-LAWTON	
Address	0		
Terms			

VENDOR NUMBER	VENDOR NAME	CHECK NUMBER	CHECK DATE	CHECK AMOUNT
3064	HOUSING AUTHORITY-LAWTON	751	02/08/2024	\$48,941.72

INVOICE DATE	INVOICE NUMBER	DESCRIPTION	INVOICE AMOUNT
12/31/2023	Dec 2023	Hud# 2309 TBRA agreement PO #: 22302104 - Community Services	\$10,237.43
11/30/2023	Nov	Hud# 2309 TBRA agreement PO #: 22302104 - Community Services	\$10,237.43
10/31/2023	Oct 2023	Hud# 2309 TBRA agreement PO #: 22302104 - Community Services	\$12,338.43
09/30/2023	Sept 2023	Hud# 2309 TBRA agreement PO #: 22302104 - Community Services	\$16,128.43

Gen. Ledger 2/15/24



City of Lawton
212 SW 9th Street
Lawton, OK 73501-3914

LIBERTY NATIONAL BANK
829 S.W. C AVENUE
LAWTON, OKLAHOMA 73501

Vendor Number
3064

Check Number
751

Check Date
02/08/2024

VOID 1 YEAR FROM DATE OF ISSUE

*** Forty-Eight Thousand Nine Hundred And Forty-One Dollars And Seventy-Two Cents ***

\$48,941.72

Pay To
The
Order Of
3064
HOUSING AUTHORITY-LAWTON
609 SW "F" AVENUE
LAWTON, OK 73501

Stanley Booker
Mayor - Stanley Booker

MP



HOUSING AUTHORITY of LAWTON, OKLAHOMA

September 6, 2023

City of Lawton
Housing and Community Development
1405 SW 11th Street
Lawton, Oklahoma 73501

Hud #
2309

Subject: Request for Payment – CDBG Project No. 2021-2021, Tenant Based Rental Assistance Program

Dear Mr. Brooks:

This claim for the Tenant Based Rental Assistance Program for the month of August 2023 for \$18303.43 is forwarded herewith.

I have reviewed the attached claim documents and hereby certify that the claim is correct and a true representation of the income and expenses during the period to the best of my knowledge and belief.

If you have questions or need additional information, please call.

Sincerely,

Rita C. Love, Executive

Attached: Claim Summary
 Claim Processing Sheet
 Financial Statement
 Affidavit for Payment

AFFIDAVIT FOR PAYMENT
CITY OF LAWTON, STATE OF OKLAHOMA

STATE OF OKLAHOMA)
) SS.
COMANCHE COUNTY)

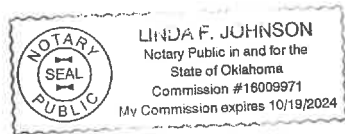
The undersigned contractor, of lawful age, being first duly sworn, on oath says that this invoice or claim is true and correct. Affiant further states that the (work, services or materials) as shown by this invoice or claim have been (completed or supplied) in accordance with the plans, specifications, orders or requests furnished the affiant. Affiant further states that (s) he has made no payment directly or indirectly to any elected official, officer or employee of the State of Oklahoma, any county or local subdivision of the state of money or any other thing of value to obtain payment.

Lawton Support Services

BY: *Rita C. Love*
Rita C. Love, Executive Director

Subscribed and sworn to before me this 6 day of September, 2023

(SEAL)



Linda F. Johnson
Notary

My Commission Expires: 10/19/2024
My Commission Number: 16009971

Lawton Support Services

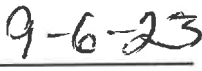
CLAIM SUMMARY

CDBG Project No. 2021-2021, Tenant Based Rental Assistance claim for the month of August 2023

Administration	\$572.43
Operations	\$17,731.00
Subtotal of Administration & Operations	\$18,303.43
Other	
Total Amount of Claim	\$18,303.43



Rita C. Love, Executive Director



Date

Lawton Support Services

CLAIM PROCESSING SHEET

FOR THE PERIOD OF August 1, 2023 through August 30, 2023

1	Funds Available by Original Contract	\$200,000.00
2	Additions to Contract	\$200,000.00
3	Reductions from Contract	\$0.00
4	Total Contract Amount	\$400,000.00
5	Amount Claimed from City to Date	\$293,036.68
6	Unexpended Balance	\$106,963.32
7	Amount of Current Claim	\$18,303.43
8	Remaining Unexpended Balance	\$88,659.89

9/6/27
MT
KD
9.8.23



Rita C. Love, Executive Director



Date

Lawton Support Services

MONTHLY FINANCIAL REPORT

CDBG Project No. 2021-2021, Tenant Based Rental Assistance claim for the month of August 2023

	Current Expense	Total Expended*	Budget Amount	Balance
A Salaries/Wages	\$0.00	\$0.00	\$0.00	\$0.00
B Benefits	\$0.00	\$0.00	\$0.00	\$0.00
C Consultants/Contracts	\$0.00	\$0.00	\$0.00	\$0.00
D Supplies	\$0.00	\$0.00	\$0.00	\$0.00
E Printing	\$0.00	\$0.00	\$0.00	\$0.00
F Communications	\$0.00	\$0.00	\$0.00	\$0.00
G Travel	\$0.00	\$0.00	\$0.00	\$0.00
H Utilities	\$0.00	\$0.00	\$0.00	\$0.00
I Rent	\$0.00	\$0.00	\$0.00	\$0.00
J Insurance	\$0.00	\$0.00	\$0.00	\$0.00
K Repairs/Maintenance	\$0.00	\$0.00	\$0.00	\$0.00
L Rental Assistance	\$17,731.00	\$299,925.00	\$386,000.00	\$86,075.00
M Admin Fee	\$572.43	\$11,415.11	\$14,000.00	\$2,584.89
Total	\$18,303.43	\$311,340.11	\$400,000.00	\$88,659.89


 Rita C. Love, Executive Director


 Date

* Includes Current Expenses

ne	PA Type	Project Account	▲ Org	Object	Proj	PO	Inv amount
1	E	HOME22 -4514-52090-	2604514	52090		22302104	18,303.

Workflow: My Approvals Approve Reject Forward Hold Approvers

Invoice Information

Invoice *

5974

Effective date *

09/08/2023



Year/Period *

2024

3

SEP

Fund *

260

...

CDBG

Cash account *

260

...

10595

...

...

Cash - Liberty 604

Check Run

Check date

09/08/2023



Voice count

0

Amount total

.00

Vendor hash

0

Released?

None Released



Purchase Orders (1)



H 22302104 | Hud# 2309 TBRA agreement | Printed

Open Amount	Total Amount
\$71,240.35	\$200,000.00

Department

Community Services

HOUSING AUTHORITY-LAWTON

Rows per page: 25 ▼ 1-1 of 1 < >

\$ 1291.11



HOUSING AUTHORITY of LAWTON, OKLAHOMA

September 6, 2023

*Hud #
2309*

City of Lawton
Housing and Community Development
1405 SW 11th Street
Lawton, Oklahoma 73501

Subject: Request for Payment – CDBG Project No. 2021-2021, Tenant Based Rental Assistance Program

Dear Mr. Brooks:

This claim for the Tenant Based Rental Assistance Program for the month of July 2023 for \$16270.43 is forwarded herewith.

I have reviewed the attached claim documents and hereby certify that the claim is correct and a true representation of the income and expenses during the period to the best of my knowledge and belief.

If you have questions or need additional information, please call.

Sincerely,

A handwritten signature in cursive script that reads "Rita C. Love".

Rita C. Love, Executive

Attached: Claim Summary
 Claim Processing Sheet
 Financial Statement
 Affidavit for Payment

AFFIDAVIT FOR PAYMENT
CITY OF LAWTON, STATE OF OKLAHOMA

STATE OF OKLAHOMA)
) SS.
COMANCHE COUNTY)

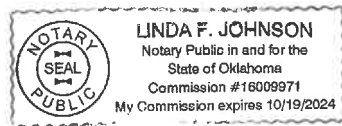
The undersigned contractor, of lawful age, being first duly sworn, on oath says that this invoice or claim is true and correct. Affiant further states that the (work, services or materials) as shown by this invoice or claim have been (completed or supplied) in accordance with the plans, specifications, orders or requests furnished the affiant. Affiant further states that (s) he has made no payment directly or indirectly to any elected official, officer or employee of the State of Oklahoma, any county or local subdivision of the state of money or any other thing of value to obtain payment.

Lawton Support Services

BY: *Rita C. Love*
Rita C. Love, Executive Director

Subscribed and sworn to before me this 6 day of September, 2023

(SEAL)



Linda F. Johnson
Notary

My Commission Expires: 10/19/2024
My Commission Number: 16009971

Lawton Support Services

CLAIM SUMMARY

CDBG Project No. 2021-2021, Tenant Based Rental Assistance claim for the month of July 2023

Administration	\$607.43
Operations	\$15,663.00
Subtotal of Administration & Operations	\$16,270.43
Other	
Total Amount of Claim	\$16,270.43



Rita C. Love, Executive Director



Date

Lawton Support Services

CLAIM PROCESSING SHEET

FOR THE PERIOD OF July 1, 2023 through July 31, 2023

1 Funds Available by Original Contract	\$200,000.00
2 Additions to Contract	\$200,000.00
3 Reductions from Contract	\$0.00
4 Total Contract Amount	\$400,000.00
5 Amount Claimed from City to Date	\$276,766.25
6 Unexpended Balance	\$123,233.75
7 Amount of Current Claim	\$16,270.43
8 Remaining Unexpended Balance	\$106,963.32

9/26/23
RCL



Rita C. Love, Executive Director

9-6-23

Date

Lawton Support Services

MONTHLY FINANCIAL REPORT

CDBG Project No. 2021-2021, Tenant Based Rental Assistance claim for the month of July 2023

	Current Expense	Total Expended*	Budget Amount	Balance
A Salaries/Wages	\$0.00	\$0.00	\$0.00	\$0.00
B Benefits	\$0.00	\$0.00	\$0.00	\$0.00
C Consultants/Contracts	\$0.00	\$0.00	\$0.00	\$0.00
D Supplies	\$0.00	\$0.00	\$0.00	\$0.00
E Printing	\$0.00	\$0.00	\$0.00	\$0.00
F Communications	\$0.00	\$0.00	\$0.00	\$0.00
G Travel	\$0.00	\$0.00	\$0.00	\$0.00
H Utilities	\$0.00	\$0.00	\$0.00	\$0.00
I Rent	\$0.00	\$0.00	\$0.00	\$0.00
J Insurance	\$0.00	\$0.00	\$0.00	\$0.00
K Repairs/Maintenance	\$0.00	\$0.00	\$0.00	\$0.00
L Rental Assistance	\$15,663.00	\$282,194.00	\$386,000.00	\$103,806.00
M Admin Fee	\$607.43	\$10,842.68	\$14,000.00	\$3,157.32
Total	\$16,270.43	\$293,036.68	\$400,000.00	\$106,963.32


 Rita C. Love, Executive Director

9-6-23
 Date

* Includes Current Expenses

Back

Search

Browse

Add

Update

Delete

Email

Schedule

Attach

Discrepancies

Re-Liquidate

Change Lines

Quick Entry

Group Entry

PO Inquiry

voice

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voice *

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count date

count %

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2023

22302104

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3064

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0

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Receiving

Open amount

89 543 78

HOUSING AUTHORITY-LAWTON

July 2023

+1

16,270.43

Description

Status

Hud# 2309 TBRA agreement

Pending Approval

Department

Work order

Work order task

Allocation

Requisition

Liq method

Disc basis

Disc amt

16,270.43

Check Run

Invoice date *

Received date *

Due date *

09/06/2023

09/08/2023

09/08/2023

Normal

+1

ACCOUNTS

ne	PA Type	Project Account	Org	Object	Proj	PO	Inv amount
1	E	HOME22 -4514-52090-	2604514	52090		22302104	16,270.

tal Amount: 16,270.43 Payment Amount: 16,270.43

st Change

imata Taito RELEASED this invoice on 09/08/2023 at 16:54:10

orkflow

My Approvals

Approve

Reject

Forward

Hold

Approvers

 Back

 Accept

 Cancel

Invoice Information

Invoice # *	5973		
Effective date *	09/08/2023		
Year/Period *	2024	3	SEP
Vendor *	260		CDBG
Cash account *	260		10595   Cash - Liberty 604
Check Run			
Check date	09/08/2023		
Invoice count	0		
Amount total	.00		
Vendor hash	0		
Released?	None Released		

VENDOR NUMBER	VENDOR NAME	CHECK NUMBER	CHECK DATE	CHECK AMOUNT
3064	HOUSING AUTHORITY-LAWTON	744	09/14/2023	\$89,425.72

INVOICE DATE	INVOICE NUMBER	DESCRIPTION	INVOICE AMOUNT
03/31/2023	March 2023	Hud# 2309 TBRA agreement PO #: 22302104 - Community Services	\$11,975.57
04/30/2023	April 2023	Hud# 2309 TBRA agreement PO #: 22302104 - Community Services	\$13,134.43
05/31/2023	May 2023	Hud# 2309 TBRA agreement PO #: 22302104 - Community Services	\$14,513.43
06/30/2023	June 2023	Hud# 2309 TBRA agreement PO #: 22302104 - Community Services	\$15,228.43
07/31/2023	July 2023	Hud# 2309 TBRA agreement PO #: 22302104 - Community Services	\$16,270.43
08/31/2023	August 2023	Hud# 2309 TBRA agreement PO #: 22302104 - Community Services	\$18,303.43

[Signature]
9/23/23



City of Lawton
212 SW 9th Street
Lawton, OK 73501-3914

LIBERTY NATIONAL BANK
629 S.W. C AVENUE
LAWTON, OKLAHOMA 73501

Vendor Number	Check Number	Check Date
3064	744	09/14/2023

VOID 1 YEAR FROM DATE OF ISSUE

*** Eighty-Nine Thousand Four Hundred And Twenty-Five Dollars And Seventy-Two Cents ***

\$89,425.72

Pay To
The
Order Of

3064
HOUSING AUTHORITY-LAWTON
609 SW "F" AVENUE
LAWTON, OK 73501

[Signature]

Mayor - Stanley Booker

MP

000000744 103107392150195560



HOUSING AUTHORITY of LAWTON, OKLAHOMA

September 6, 2023

Hud #
2309

City of Lawton
Housing and Community Development
1405 SW 11th Street
Lawton, Oklahoma 73501

Subject: Request for Payment – CDBG Project No. 2021-2021, Tenant Based Rental Assistance Program

Dear Mr. Brooks:

This claim for the Tenant Based Rental Assistance Program for the month of June 2023 for \$15228.43 is forwarded herewith.

I have reviewed the attached claim documents and hereby certify that the claim is correct and a true representation of the income and expenses during the period to the best of my knowledge and belief.

If you have questions or need additional information, please call.

Sincerely,

Rita C. Love, Executive

Attached: Claim Summary
 Claim Processing Sheet
 Financial Statement
 Affidavit for Payment

AFFIDAVIT FOR PAYMENT
CITY OF LAWTON, STATE OF OKLAHOMA

STATE OF OKLAHOMA)
) SS.
COMANCHE COUNTY)

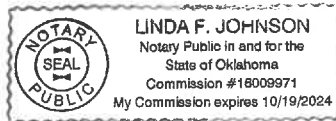
The undersigned contractor, of lawful age, being first duly sworn, on oath says that this invoice or claim is true and correct. Affiant further states that the (work, services or materials) as shown by this invoice or claim have been (completed or supplied) in accordance with the plans, specifications, orders or requests furnished the affiant. Affiant further states that (s) he has made no payment directly or indirectly to any elected official, officer or employee of the State of Oklahoma, any county or local subdivision of the state of money or any other thing of value to obtain payment.

Lawton Support Services

BY: *Rita C. Love*
Rita C. Love, Executive Director

Subscribed and sworn to before me this 6 day of September, 2023

(SEAL)



Linda F. Johnson
Notary

My Commission Expires: 10/19/2024
My Commission Number: 16000971

Lawton Support Services

CLAIM SUMMARY

CDBG Project No. 2021-2021, Tenant Based Rental Assistance claim for the month of June 2023

Administration	\$580.43
Operations	\$14,648.00
Subtotal of Administration & Operations	\$15,228.43
Other	
Total Amount of Claim	\$15,228.43



Rita C. Love, Executive Director



Date

Lawton Support Services

CLAIM PROCESSING SHEET

FOR THE PERIOD OF June 1, 2023 through June 30, 2023

1 Funds Available by Original Contract	\$200,000.00
2 Additions to Contract	\$200,000.00
3 Reductions from Contract	\$0.00
4 Total Contract Amount	\$400,000.00
5 Amount Claimed from City to Date	\$261,537.82
6 Unexpended Balance	\$138,462.18
7 Amount of Current Claim	\$15,228.43
8 Remaining Unexpended Balance	\$123,233.75



Rita C. Love, Executive Director



Date

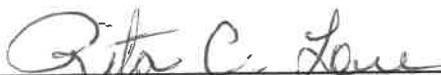


Lawton Support Services

MONTHLY FINANCIAL REPORT

CDBG Project No. 2021-2021, Tenant Based Rental Assistance claim for the month of June 2023

	Current Expense	Total Expended*	Budget Amount	Balance
A Salaries/Wages	\$0.00	\$0.00	\$0.00	\$0.00
B Benefits	\$0.00	\$0.00	\$0.00	\$0.00
C Consultants/Contracts	\$0.00	\$0.00	\$0.00	\$0.00
D Supplies	\$0.00	\$0.00	\$0.00	\$0.00
E Printing	\$0.00	\$0.00	\$0.00	\$0.00
F Communications	\$0.00	\$0.00	\$0.00	\$0.00
G Travel	\$0.00	\$0.00	\$0.00	\$0.00
H Utilities	\$0.00	\$0.00	\$0.00	\$0.00
I Rent	\$0.00	\$0.00	\$0.00	\$0.00
J Insurance	\$0.00	\$0.00	\$0.00	\$0.00
K Repairs/Maintenance	\$0.00	\$0.00	\$0.00	\$0.00
L Rental Assistance	\$14,648.00	\$266,531.00	\$386,000.00	\$119,469.00
M Admin Fee	\$580.43	\$10,235.25	\$14,000.00	\$3,764.75
Total	\$15,228.43	\$276,766.25	\$400,000.00	\$123,233.75


 Rita C. Love, Executive Director

9-6-23
 Date

* Includes Current Expenses

voice

ar 2023
) 22302104 ... Receiving Open amount 105,814.21
 ntract ...
 ndor * 3064 ... HOUSING AUTHORITY-LAWTON
 ddress 0 ...
 rms

voice * June 2023 +3
 oss * 15,228.43

Description Hud# 2309 TBRA agreement
 Status Pending Approval Department
 Work order
 Work order task
 Allocation
 Requisition
 Liq method

scout date Disc basis .00
 scout % .000 Disc amt .00
 st amount 15,228.43
 yment method Normal
 eck/Wire +3

Check Run
 Invoice date * 09/06/2023
 Received date * 09/08/2023
 Due date * 09/08/2023

ACCOUNTS

ne	PA Type	Project Account	Org	Object	Proj	PO	Inv amount
1	E	HOME22 -4514-52090-	2604514	52090		22302104	15,228.

tal Amount: 15,228.43 Payment Amount: 15,228.43

st Change

imata Taito RELEASED this invoice on 09/08/2023 at 16:51:05

orkflow

My Approvals Approve Reject Forward Hold Approvers

 Back

 Accept

 Cancel

Invoice Information

Invoice # *

5972

Effective date *

09/08/2023 

Year/Period *

2024 3 SEP

Vendor *

260 ... CDBG

Cash account *

260 ... 10595 ... Cash - Liberty 604

Check Run

09/08/2023 

Invoice count

0

Amount total

.00

Vendor hash

0

Released?

None Released ▼



HOUSING AUTHORITY of LAWTON, OKLAHOMA

September 6, 2023

Had #
2309

City of Lawton
Housing and Community Development
1405 SW 11th Street
Lawton, Oklahoma 73501

Subject: Request for Payment – CDBG Project No. 2021-2021, Tenant Based Rental Assistance Program

Dear Mr. Brooks:

This claim for the Tenant Based Rental Assistance Program for the month of May 2023 for \$14,513.43 is forwarded herewith.

I have reviewed the attached claim documents and hereby certify that the claim is correct and a true representation of the income and expenses during the period to the best of my knowledge and belief.

If you have questions or need additional information, please call.

Sincerely,

A handwritten signature in cursive script that reads "Rita C. Love".

Rita C. Love, Executive

Attached: Claim Summary
 Claim Processing Sheet
 Financial Statement
 Affidavit for Payment

AFFIDAVIT FOR PAYMENT
CITY OF LAWTON, STATE OF OKLAHOMA

STATE OF OKLAHOMA)
) SS.
COMANCHE COUNTY)

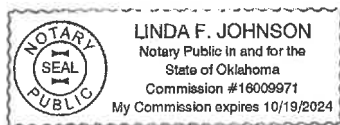
The undersigned contractor, of lawful age, being first duly sworn, on oath says that this invoice or claim is true and correct. Affiant further states that the (work, services or materials) as shown by this invoice or claim have been (completed or supplied) in accordance with the plans, specifications, orders or requests furnished the affiant. Affiant further states that (s) he has made no payment directly or indirectly to any elected official, officer or employee of the State of Oklahoma, any county or local subdivision of the state of money or any other thing of value to obtain payment.

Lawton Support Services

BY: *Rita C. Love*
Rita C. Love, Executive Director

Subscribed and sworn to before me this 6 day of September, 2023

(SEAL)



Linda F. Johnson
Notary

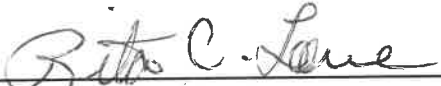
My Commission Expires: 10/19/2024
My Commission Number: 16009971

Lawton Support Services

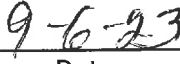
CLAIM SUMMARY

CDBG Project No. 2021-2021, Tenant Based Rental Assistance claim for the month of May 2023

Administration	\$557.43
Operations	\$13,956.00
Subtotal of Administration & Operations	\$14,513.43
Other	
Total Amount of Claim	\$14,513.43



Rita C. Love, Executive Director



Date

Lawton Support Services

CLAIM PROCESSING SHEET

FOR THE PERIOD OF May 1, 2023 thru May 31, 2023

1	Funds Available by Original Contract	\$200,000.00
2	Additions to Contract	\$200,000.00
3	Reductions from Contract	\$0.00
4	Total Contract Amount	\$400,000.00
5	Amount Claimed from City to Date	\$247,024.39
6	Unexpended Balance	\$152,975.61
7	Amount of Current Claim	\$14,513.43
8	Remaining Unexpended Balance	\$138,462.18



Rita C. Love, Executive Director



Date

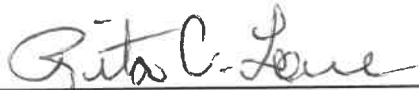
9/6/23
PT
f.d.
9.8.23

Lawton Support Services

MONTHLY FINANCIAL REPORT

CDBG Project No. 2021-2021, Tenant Based Rental Assistance claim for the month of May 2023

	Current Expense	Total Expended*	Budget Amount	Balance
A Salaries/Wages	\$0.00	\$0.00	\$0.00	\$0.00
B Benefits	\$0.00	\$0.00	\$0.00	\$0.00
C Consultants/Contracts	\$0.00	\$0.00	\$0.00	\$0.00
D Supplies	\$0.00	\$0.00	\$0.00	\$0.00
E Printing	\$0.00	\$0.00	\$0.00	\$0.00
F Communications	\$0.00	\$0.00	\$0.00	\$0.00
G Travel	\$0.00	\$0.00	\$0.00	\$0.00
H Utilities	\$0.00	\$0.00	\$0.00	\$0.00
I Rent	\$0.00	\$0.00	\$0.00	\$0.00
J Insurance	\$0.00	\$0.00	\$0.00	\$0.00
K Repairs/Maintenance	\$0.00	\$0.00	\$0.00	\$0.00
L Rental Assistance	\$13,956.00	\$251,883.00	\$386,000.00	\$134,117.00
M Admin Fee	\$557.43	\$9,654.82	\$14,000.00	\$4,345.18
Total	\$14,513.43	\$261,537.82	\$400,000.00	\$138,462.18



Rita C. Love, Executive Director



Date

* Includes Current Expenses

voice

ar 2023
) 22302104 ... Receiving Open amount 121,042.64
 ntract ...
 ndor * 3064 ... HOUSING AUTHORITY-LAWTON
 ddress 0 ...
 rms

voice * May 2023 +1 Description Hud# 2309 TBRA agreement
 oss * 14,513.43 Status Pending Approval Department
 count date Disc basis .00 Check Run Work order
 count % .000 Disc amt .00 Work order task
 at amount 14,513.43 Invoice date * 09/06/2023 Allocation
 yment method Normal Received date * 09/08/2023 Requisition
 eck/Wire +1 Due date * 09/08/2023 Liq method

ACCOUNTS

ne	PA Type	Project Account	Org	Object	Proj	PO	Inv amount
1	E	HOME22 -4514-52090-	2604514	52090		22302104	14,513.

tal Amount: 14,513.43 Payment Amount: 14,513.43

st Change

imata Taito RELEASED this invoice on 09/08/2023 at 16:46:44

orkflow

My Approvals Approve Reject Forward Hold Approvers

Back

Accept

Cancel

Batch Information

Batch *

5971

Effective date *

09/08/2023

Year/Period *

2024

3

SEP

Vendor *

260

...

CDBG

GL cash account *

260

...

10595

...

Cash - Liberty 604

Check Run

Effective date

09/08/2023

Voice count

0

Amount total

.00

Vendor hash

0

Released?

None Released



HOUSING AUTHORITY of LAWTON, OKLAHOMA

September 6, 2023

Hud #

2309

City of Lawton
Housing and Community Development
1405 SW 11th Street
Lawton, Oklahoma 73501

Subject: Request for Payment – CDBG Project No. 2021-2021, Tenant Based Rental Assistance Program

Dear Mr. Brooks:

This claim for the Tenant Based Rental Assistance Program for the month of April 2023 for \$13,134.43 is forwarded herewith.

I have reviewed the attached claim documents and hereby certify that the claim is correct and a true representation of the income and expenses during the period to the best of my knowledge and belief.

If you have questions or need additional information, please call.

Sincerely,

A handwritten signature in cursive script that reads "Rita C. Love".

Rita C. Love, Executive

Attached: Claim Summary
 Claim Processing Sheet
 Financial Statement
 Affidavit for Payment

AFFIDAVIT FOR PAYMENT
CITY OF LAWTON, STATE OF OKLAHOMA

STATE OF OKLAHOMA)
) SS.
COMANCHE COUNTY)

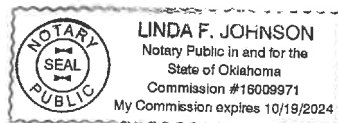
The undersigned contractor, of lawful age, being first duly sworn, on oath says that this invoice or claim is true and correct. Affiant further states that the (work, services or materials) as shown by this invoice or claim have been (completed or supplied) in accordance with the plans, specifications, orders or requests furnished the affiant. Affiant further states that (s) he has made no payment directly or indirectly to any elected official, officer or employee of the State of Oklahoma, any county or local subdivision of the state of money or any other thing of value to obtain payment.

Lawton Support Services

BY: *Rita C. Love*
Rita C. Love, Executive Director

Subscribed and sworn to before me this 6 day of September, 2023

(SEAL)



Linda F. Johnson
Notary

My Commission Expires: 10/19/2024
My Commission Number: 16009971

Lawton Support Services

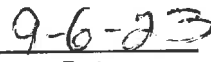
CLAIM SUMMARY

CDBG Project No. 2021-2021, Tenant Based Rental Assistance claim for the month of April 2023

Administration	\$534.43
Operations	\$12,600.00
Subtotal of Administration & Operations	\$13,134.43
Other	
Total Amount of Claim	\$13,134.43



Rita C. Love, Executive Director



Date

Lawton Support Services

CLAIM PROCESSING SHEET

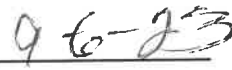
FOR THE PERIOD OF April 1, 2023 thru April 30, 2023

1 Funds Available by Original Contract	\$200,000.00
2 Additions to Contract	\$200,000.00
3 Reductions from Contract	\$0.00
4 Total Contract Amount	\$400,000.00
5 Amount Claimed from City to Date	\$233,889.96
6 Unexpended Balance	\$166,110.04
7 Amount of Current Claim	\$13,134.43
8 Remaining Unexpended Balance	\$152,975.61

KD 9-8-23
MT
9/10/23



Rita C. Love, Executive Director



Date

Lawton Support Services

MONTHLY FINANCIAL REPORT

CDBG Project No. 2021-2021, Tenant Based Rental Assistance claim for the month of April 2023

	Current Expense	Total Expended*	Budget Amount	Balance
A Salaries/Wages	\$0.00	\$0.00	\$0.00	\$0.00
B Benefits	\$0.00	\$0.00	\$0.00	\$0.00
C Consultants/Contracts	\$0.00	\$0.00	\$0.00	\$0.00
D Supplies	\$0.00	\$0.00	\$0.00	\$0.00
E Printing	\$0.00	\$0.00	\$0.00	\$0.00
F Communications	\$0.00	\$0.00	\$0.00	\$0.00
G Travel	\$0.00	\$0.00	\$0.00	\$0.00
H Utilities	\$0.00	\$0.00	\$0.00	\$0.00
I Rent	\$0.00	\$0.00	\$0.00	\$0.00
J Insurance	\$0.00	\$0.00	\$0.00	\$0.00
K Repairs/Maintenance	\$0.00	\$0.00	\$0.00	\$0.00
L Rental Assistance	\$12,600.00	\$237,927.00	\$386,000.00	\$148,073.00
M Admin Fee	\$534.43	\$9,097.39	\$14,000.00	\$4,902.61
Total	\$13,134.43	\$247,024.39	\$400,000.00	\$152,975.61


 Rita C. Love, Executive Director

9-6-23
 Date

* Includes Current Expenses

135,556.07

Department
Work order
Work order task
Allocation
Requisition
Liq method

Check Run	
Invoice date *	09/06/2023
Received date *	09/08/2023
Due date *	09/08/2023

ne	PA Type	Project Account	▲ Org	Object	Proj	PO	Inv amount
1	E	HOME22 -4514-52090-	-	2604514	52090	22302104	13,134.

st Change

orkflow

My Approvals Approve Reject Forward Hold Approvers

Back Accept Cancel

atch Information

atch 5970

ffective date 09/08/2023

ar/Period 2024 3 SEP

nd 260 CDBG

ish account 260 10595 Cash - Liberty 604

neck Run

je date 09/08/2023

voice count 0

nount total .00

ndor hash 0

leased? None Released

VENDOR NUMBER	VENDOR NAME	CHECK NUMBER	CHECK DATE	CHECK AMOUNT
3064	HOUSING AUTHORITY-LAWTON	744	09/14/2023	\$89,425.72

INVOICE DATE	INVOICE NUMBER	DESCRIPTION	INVOICE AMOUNT
03/31/2023	March 2023	Hud# 2309 TBRA agreement PO #: 22302104 - Community Services	\$11,975.57
04/30/2023	April 2023	Hud# 2309 TBRA agreement PO #: 22302104 - Community Services	\$13,134.43
05/31/2023	May 2023	Hud# 2309 TBRA agreement PO #: 22302104 - Community Services	\$14,513.43
06/30/2023	June 2023	Hud# 2309 TBRA agreement PO #: 22302104 - Community Services	\$15,228.43
07/31/2023	July 2023	Hud# 2309 TBRA agreement PO #: 22302104 - Community Services	\$16,270.43
08/31/2023	August 2023	Hud# 2309 TBRA agreement PO #: 22302104 - Community Services	\$18,303.43


9/23/23



City of Lawton
212 SW 9th Street
Lawton, OK 73501-3914

LIBERTY NATIONAL BANK
829 S.W. C AVENUE
LAWTON, OKLAHOMA 73501

Vendor Number
3064

Check Number
744

Check Date
09/14/2023

VOID 1 YEAR FROM DATE OF ISSUE

*** Eighty-Nine Thousand Four Hundred And Twenty-Five Dollars And Seventy-Two Cents ***

\$89,425.72

Pay To
The
Order Of
3064
HOUSING AUTHORITY-LAWTON
609 SW "F" AVENUE
LAWTON, OK 73501


MP
Mayor - Stanley Booker

⑈00000744⑈ ⑆103107392⑆50195560⑈



HOUSING AUTHORITY of LAWTON, OKLAHOMA

September 6, 2023

*Hud #
2309*

City of Lawton
Housing and Community Development
1405 SW 11th Street
Lawton, Oklahoma 73501

Subject: Request for Payment – CDBG Project No. 2021-2021, Tenant Based Rental Assistance Program

Dear Mr. Brooks:

This claim for the Tenant Based Rental Assistance Program for the month of March 2023 for \$11,975.57 is forwarded herewith.

I have reviewed the attached claim documents and hereby certify that the claim is correct and a true representation of the income and expenses during the period to the best of my knowledge and belief.

If you have questions or need additional information, please call.

Sincerely,

Rita C. Love, Executive

Attached: Claim Summary
 Claim Processing Sheet
 Financial Statement
 Affidavit for Payment

Lawton Support Services

CLAIM PROCESSING SHEET

FOR THE PERIOD OF March 1, 2023 thru March 31, 2023

1 Funds Available by Original Contract	\$200,000.00
2 Additions to Contract	\$200,000.00
3 Reductions from Contract	\$0.00
4 Total Contract Amount	\$400,000.00
5 Amount Claimed from City to Date	\$221,914.39
6 Unexpended Balance	\$178,085.61
Amount of Current Claim	\$11,975.57
8 Remaining Unexpended Balance	\$166,110.04



Rita C. Love, Executive Director



Date

KD
9-8-23
NT
9/07/23

AFFIDAVIT FOR PAYMENT
CITY OF LAWTON, STATE OF OKLAHOMA

STATE OF OKLAHOMA)
) SS.
COMANCHE COUNTY)

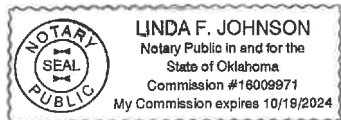
The undersigned contractor, of lawful age, being first duly sworn, on oath says that this invoice or claim is true and correct. Affiant further states that the (work, services or materials) as shown by this invoice or claim have been (completed or supplied) in accordance with the plans, specifications, orders or requests furnished the affiant. Affiant further states that (s) he has made no payment directly or indirectly to any elected official, officer or employee of the State of Oklahoma, any county or local subdivision of the state of money or any other thing of value to obtain payment.

Lawton Support Services

BY: *Rita C. Love*
Rita C. Love, Executive Director

Subscribed and sworn to before me this 6 day of September, 2023

(SEAL)



Linda F. Johnson
Notary

My Commission Expires: 10/19/2024
My Commission Number: 16009971

Lawton Support Services

CLAIM SUMMARY

CDBG Project No. 2021-2021, Tenant Based Rental Assistance claim for the month of March 2023

Administration	\$485.57
Operations	\$11,490.00
Subtotal of Administration & Operations	\$11,975.57
Other	
Total Amount of Claim	\$11,975.57



Rita C. Love, Executive Director



Date

Lawton Support Services

MONTHLY FINANCIAL REPORT

CDBG Project No. 2021-2021, Tenant Based Rental Assistance claim for the month of March 2023

	Current Expense	Total Expended*	Budget Amount	Balance
A Salaries/Wages	\$0.00	\$0.00	\$0.00	\$0.00
B Benefits	\$0.00	\$0.00	\$0.00	\$0.00
C Consultants/Contracts	\$0.00	\$0.00	\$0.00	\$0.00
D Supplies	\$0.00	\$0.00	\$0.00	\$0.00
E Printing	\$0.00	\$0.00	\$0.00	\$0.00
F Communications	\$0.00	\$0.00	\$0.00	\$0.00
G Travel	\$0.00	\$0.00	\$0.00	\$0.00
H Utilities	\$0.00	\$0.00	\$0.00	\$0.00
I Rent	\$0.00	\$0.00	\$0.00	\$0.00
J Insurance	\$0.00	\$0.00	\$0.00	\$0.00
K Repairs/Maintenance	\$0.00	\$0.00	\$0.00	\$0.00
L Rental Assistance	\$11,490.00	\$225,327.00	\$386,000.00	\$160,673.00
M Admin Fee	\$485.57	\$8,562.96	\$14,000.00	\$5,437.04
Total	\$11,975.57	\$233,889.96	\$400,000.00	\$166,110.04


 Rita C. Love, Executive Director

9-6-23
 Date

* Includes Current Expenses

Batch Information

Batch *

5969

Effective date *

09/30/2023

2024

3

SEP

End *

260

...

CDBG

Hash account *

260

...

10595

...

Cash - HOME

Check Run

09/08/2023

Due date

Voice count

1

Amount total

11,975.57

Vendor hash

3,064

Released?

All Released

VENDOR NUMBER	VENDOR NAME	CHECK NUMBER	CHECK DATE	CHECK AMOUNT
3064	HOUSING AUTHORITY-LAWTON	744	09/14/2023	\$89,425.72

INVOICE DATE	INVOICE NUMBER	DESCRIPTION	INVOICE AMOUNT
03/31/2023	March 2023	Hud# 2309 TBRA agreement PO #: 22302104 - Community Services	\$11,975.57
04/30/2023	April 2023	Hud# 2309 TBRA agreement PO #: 22302104 - Community Services	\$13,134.43
05/31/2023	May 2023	Hud# 2309 TBRA agreement PO #: 22302104 - Community Services	\$14,513.43
06/30/2023	June 2023	Hud# 2309 TBRA agreement PO #: 22302104 - Community Services	\$15,228.43
07/31/2023	July 2023	Hud# 2309 TBRA agreement PO #: 22302104 - Community Services	\$16,270.43
08/31/2023	August 2023	Hud# 2309 TBRA agreement PO #: 22302104 - Community Services	\$18,303.43

[Signature]
9/23/23



City of Lawton
212 SW 9th Street
Lawton, OK 73501-3914

LIBERTY NATIONAL BANK
629 S.W. C AVENUE
LAWTON, OKLAHOMA 73501

Vendor Number
3064

Check Number
744

Check Date
09/14/2023

VOID 1 YEAR FROM DATE OF ISSUE

*** Eighty-Nine Thousand Four Hundred And Twenty-Five Dollars And Seventy-Two Cents ***

\$89,425.72

Pay To
The
Order Of
3064
HOUSING AUTHORITY-LAWTON
609 SW "F" AVENUE
LAWTON, OK 73501

[Signature]

Mayor - Stanley Booker

MP

00000744 103107392150195560



HOUSING AUTHORITY of LAWTON, OKLAHOMA

April 17, 2023

*Hud #
2309*

City of Lawton
Housing and Community Development
1405 SW 11th Street
Lawton, Oklahoma 73501

Subject: Request for Payment – CDBG Project No. 2021-2021, Tenant Based Rental Assistance Program

Dear Mr. Brooks:

This claim for the Tenant Based Rental Assistance Program for the month of March 2023 for \$11909.51 is forwarded herewith.

I have reviewed the attached claim documents and hereby certify that the claim is correct and a true representation of the income and expenses during the period to the best of my knowledge and belief.

If you have questions or need additional information, please call.

Sincerely,

Rita C. Love, Executive

Attached: Claim Summary
 Claim Processing Sheet
 Financial Statement
 Affidavit for Payment

AFFIDAVIT FOR PAYMENT
CITY OF LAWTON, STATE OF OKLAHOMA

STATE OF OKLAHOMA)
) SS.
COMANCHE COUNTY)

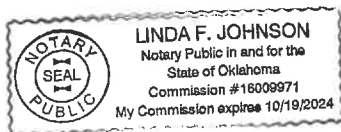
The undersigned contractor, of lawful age, being first duly sworn, on oath says that this invoice or claim is true and correct. Affiant further states that the (work, services or materials) as shown by this invoice or claim have been (completed or supplied) in accordance with the plans, specifications, orders or requests furnished the affiant. Affiant further states that (s) he has made no payment directly or indirectly to any elected official, officer or employee of the State of Oklahoma, any county or local subdivision of the state of money or any other thing of value to obtain payment.

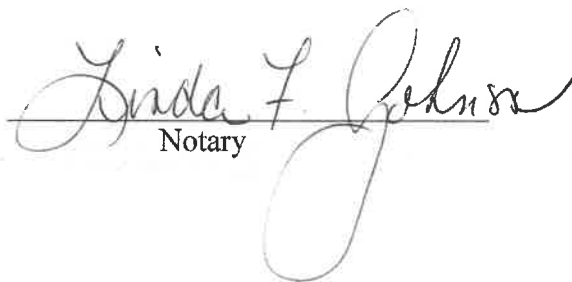
Lawton Support Services

BY: 
Rita C. Love, Executive Director

Subscribed and sworn to before me this 17 day of April, 2023

(SEAL)




Notary

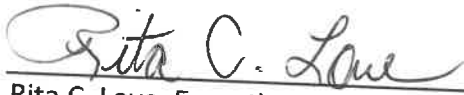
My Commission Expires: 10/19/2024
My Commission Number: 1600 9971

Lawton Support Services

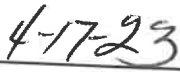
CLAIM SUMMARY

CDBG Project No. 2021-2021, Tenant Based Rental Assistance claim for the month of March 2023.

Administration	\$419.51
Operations	\$11,490.00
Subtotal of Administration & Operations	\$11,909.51
Other	
Total Amount of Claim	\$11,909.51



Rita C. Love, Executive Director



Date

Lawton Support Services

CLAIM PROCESSING SHEET

FOR THE PERIOD OF March 1, 2023 thru March 31, 2023

Should Be

1 Funds Available by Original Contract	\$200,000.00	
2 Additions to Contract	\$200,000.00	
3 Reductions from Contract	\$0.00	
4 Total Contract Amount	\$400,000.00	
5 Amount Claimed from City to Date	\$221,914.39	
6 Unexpended Balance	\$178,085.61	<i>Should be</i>
7 Amount of Current Claim	\$9,242.72	<i>11,975.57</i>
8 Remaining Unexpended Balance	\$168,842.89	<i>166,110.04</i> <i>Should be</i>


Rita C. Love, Executive Director

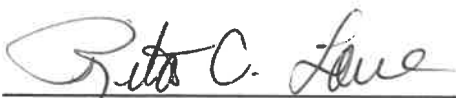
9-6-23
Date

Lawton Support Services

CLAIM PROCESSING SHEET

FOR THE PERIOD OF February 1, 2023 thru February 28, 2023

1	Funds Available by Original Contract	\$200,000.00
2	Additions to Contract	\$200,000.00
3	Reductions from Contract	\$0.00
4	Total Contract Amount	\$400,000.00
5	Amount Claimed from City to Date	\$221,914.39
6	Unexpended Balance	\$178,085.61
7	Amount of Current Claim	\$11,909.51
8	Remaining Unexpended Balance	\$166,176.10



Rita C. Love, Executive Director

4-17-23

Date

KD
4-17-23
MT
4-17-23

Lawton Support Services

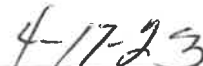
MONTHLY FINANCIAL REPORT

CDBG Project No. 2021-2021, Tenant Based Rental Assistance claim for the month of March 2023.

	Current Expense	Total Expended*	Budget Amount	Balance
A Salaries/Wages	\$0.00	\$0.00	\$0.00	\$0.00
B Benefits	\$0.00	\$0.00	\$0.00	\$0.00
C Consultants/Contracts	\$0.00	\$0.00	\$0.00	\$0.00
D Supplies	\$0.00	\$0.00	\$0.00	\$0.00
E Printing	\$0.00	\$0.00	\$0.00	\$0.00
F Communications	\$0.00	\$0.00	\$0.00	\$0.00
G Travel	\$0.00	\$0.00	\$0.00	\$0.00
H Utilities	\$0.00	\$0.00	\$0.00	\$0.00
I Rent	\$0.00	\$0.00	\$0.00	\$0.00
J Insurance	\$0.00	\$0.00	\$0.00	\$0.00
K Repairs/Maintenance	\$0.00	\$0.00	\$0.00	\$0.00
L Rental Assistance	\$11,490.00	\$225,327.00	\$386,000.00	\$160,673.00
M Admin Fee	\$419.51	\$8,496.90	\$14,000.00	\$5,503.10
Total	\$11,909.51	\$233,823.90	\$400,000.00	\$166,176.10



Rita C. Love, Executive Director



Date

* Includes Current Expenses

Tenant Based Rental Assistance (TBRA)

Mar-23

Tenant	Address	Balance Forward	HAP Check #	HAP	URP Check #	Utility Allowance	Admin Fee	Total Charges	Payment Rec'd	Ending Balance
Jackson, Isaiah	1415 SW E Avenue	\$ 2,602.02		\$ 419.00		\$ -	\$ 14.67	\$ 3,035.69		\$ 3,035.69
Harris, Eugene	2240 NW Pollard Avenue	\$ 3,744.66		\$ 511.00		\$ 92.00	\$ 21.11	\$ 4,368.77		\$ 4,368.77
Wheelock, Marvette	4456 NW Baltimore Avenue	\$ 4,895.88		\$ 785.00		\$ -	\$ 30.98	\$ 5,711.86		\$ 5,711.86
Johnson, Jasmine	405 NW 56th Street	\$ 6,617.10		\$ 829.00		\$ -	\$ 44.35	\$ 7,490.45		\$ 7,490.45
Speed, James	1307 SW E Ave., Apt. B	\$ 473.10		\$ 76.00		\$ -	\$ 2.85	\$ 551.95		\$ 551.95
Green, Javar	4002 NW Ozmun Ave. Apt. B10	\$ 1,895.70		\$ 381.00		\$ -	\$ 13.34	\$ 2,290.04		\$ 2,290.04
Jenkins, Riana	314 SW 68th St.	\$ 1,991.16		\$ 514.00		\$ -	\$ 13.79	\$ 2,518.95		\$ 2,518.95
Crubaugh, Jeffrey	2229 NW 25th St.	\$ 625.16		\$ 151.00		\$ -	\$ 5.29	\$ 781.45		\$ 781.45
Keith, Lluvia	1703 SW McKinley Ave.	\$ 3,045.00		\$ 700.00		\$ 147.00	\$ 24.50	\$ 3,916.50		\$ 3,916.50
Lippard, Glenda	2107 NW 38th St.	\$ 766.95		\$ 247.00		\$ -	\$ 8.65	\$ 1,022.60		\$ 1,022.60
Bailey, Drushunda	6111 NW Euclid Ave.	\$ 764.64		\$ 737.00		\$ -	\$ 27.64	\$ 1,529.28		\$ 1,529.28
Compian, Linda	2423 NW 28th Street	\$ 1,210.76		\$ 1,000.00		\$ 167.00	\$ 43.76	\$ 2,421.52		\$ 2,421.52
Ashby, Geraldine	2720 SW J Ave, Apt. 117	\$ 169.11		\$ 163.00		\$ -	\$ 6.11	\$ 338.22		\$ 338.22
Darville, Amanda	521 SW 70th Street	\$ 972.13		\$ 1,250.00		\$ 197.00	\$ 46.87	\$ 2,466.00		\$ 2,466.00
Butler, Sharon	4206 SE Lee Blvd.	\$ 717.95		\$ 1,291.00		\$ -	\$ 48.56	\$ 2,057.51		\$ 2,057.51
Kovach, Johnny	1910 NW Hoover Ave, Apt. 5	\$ 154.58		\$ 597.00		\$ 45.00	\$ 22.38	\$ 818.96		\$ 818.96
McKinney, John	1912 NW Hoover Ave., Apt. 1	\$ 222.02		\$ 428.00		\$ -	\$ 16.05	\$ 666.07		\$ 666.07
Williams, Jayvon	402 SW B Ave., Unit 7	\$ -		\$ 252.00		\$ -	\$ 9.45	\$ 261.45		\$ 261.45
Holland, Kirk	402 SW B Ave., Unit 6	\$ -		\$ 259.00		\$ -	\$ 9.71	\$ 268.71		\$ 268.71
Mitchell, Jayson	402 SW B Ave., Unit 8	\$ -		\$ 252.00		\$ -	\$ 9.45	\$ 261.45		\$ 261.45
Totals		\$ 30,867.92		\$ 10,842.00		\$ 648.00	\$ 419.51	\$ 11,909.51	\$ -	\$ 42,777.43

New Admission:

Jayvon Williams, 3/20/2023

Jayson Mitchell, 3/20/2023

Kirk Holland, 3/13/2023

Lawton Housing Authority
HAP Accounting Monthly Recurring Transactions
Posted

Program: TBRA
Description: HAP Recurring Mar 23
Control Group Date: 3/1/2023 **Amount:** \$10,727.00
Financial Period: March 2023 **Entry Amount:** \$10,727.00
Date/Time Created: 3/1/2023 9:59:55 AM **Proof Amount:** \$0.00
User Created: Richman, Anna

Transaction Summary			
	Count	Transaction Description	Amount
Payable Landlord Transactions	17	HAP Expense - Recurring (Account #: 4715.1)	10,079.00
Payable Family Transactions	5	Utility Expense - Recurring (Account #: 4715.2)	648.00
Grand Total	22		10,727.00

Transaction Audit Summary					
	Previous	New	Change	End	Current
Total HAP Expense - Recurring (Account #: 4715.1)	6,513.00	3,566.00	0.00	0.00	10,079.00
Total Utility Expense - Recurring (Account #: 4715.2)	406.00	242.00	0.00	0.00	648.00
Grand Total	6,919.00	3,808.00	0.00	0.00	10,727.00

HAP Expense - Recurring (Account #: 4715.1)							
Landlord	Family	Previous	New	Change	End	Current	Total
Dave's Realty Llc	Butler, Shannon	0.00	1,291.00			1,291.00	1,291.00
Demetrius Hicks	Harris, Jr. , Eugene	511.00				511.00	511.00
GH Rental Management	Wheelock, Marvette	785.00				785.00	785.00
Happy Homes Realty, LLC	Bailey, Drushunda	737.00				737.00	
	Johnson, Jasmine	829.00				829.00	
	Kovach, Johnny	0.00	597.00			597.00	
	Lippard, Glenda	247.00				247.00	
	Mckinney, John	0.00	428.00			428.00	2,838.00
Lawton Support Services	Crubaugh, Jeffrey	151.00				151.00	
	Jackson, Isaiah	419.00				419.00	570.00
Mcshea Affordable Housing Lawton	Ashby, Geraldine	163.00				163.00	163.00
REE Investments, LLC	Compian, Linda	1,000.00				1,000.00	1,000.00
Scoggins Realty Company	Keith, Lluvia	700.00				700.00	700.00
Terra Bella Investments, LLC	Green, Javar	381.00				381.00	381.00
The Haven Houses, LLC	Darville, Amanda	0.00	1,250.00			1,250.00	1,250.00
White Glove Realty Realty	Jenkins, Riana	514.00				514.00	514.00
William Nelson, LLC	Speed, Jr., James	76.00				76.00	76.00
Total HAP Expense - Recurring (Account #: 4715.1)		6,513.00	3,566.00	0.00	0.00	10,079.00	

Utility Expense - Recurring (Account #: 4715.2)						
Family	Previous	New	Change	End	Current	Total
Linda Compian	167.00				167.00	167.00
Amanda Darville	0.00	197.00			197.00	197.00
Eugene Harris, Jr.	92.00				92.00	92.00
Luvia Keith	147.00				147.00	147.00
Johnny Kovach	0.00	45.00			45.00	45.00
Total Utility Expense - Recurring (Account #: 4715.2)	406.00	242.00	0.00	0.00	648.00	

Lawton Housing Authority
HAP Accounting Manual Adjustments Transactions
Posted

Program: TBRA
Description: HAP Manual Adjustment prorate new admission
Control Group Date: 4/3/2023 **Amount:** \$252.00
Financial Period: March 2023 **Entry Amount:** \$252.00
Date/Time Created: 4/3/2023 8:28:02 AM **Proof Amount:** \$0.00
User Created: Richman, Anna

Transaction Summary			
	Transaction Count	Transaction Description	Amount
Payable Landlord Transactions	1	HAP Expense - Adjustment (Account #: 4715.1)	\$252.00
Grand Total	1		\$252.00

Transactions				
Document #:	Date: 3/20/2023	Description: HAP Manual Adjustment prorate new admission -Mid M	Landlord: Lawton Support Services	Doc Total
Transaction	Type: HAP Expense - Adjustment	Description: HAP Manual Adjustment prorate new admission	Family: Williams, Jayvon	\$252.00
Project: TBRA				\$252.00

Lawton Housing Authority
HAP Accounting Manual Adjustments Transactions
Posted

Program: TBRA
Description: HAP Manual Adjustment prorate new admission
Control Group Date: 4/3/2023 **Amount:** \$259.00
Financial Period: March 2023 **Entry Amount:** \$259.00
Date/Time Created: 4/3/2023 8:07:48 AM **Proof Amount:** \$0.00
User Created: Richman, Anna

Transaction Summary			
	Transaction Count	Transaction Description	Amount
Payable Landlord Transactions	1	HAP Expense - Adjustment (Account #: 4715.1)	\$259.00
Grand Total	1		\$259.00

Transactions				
Document #	Date: 3/13/2023	Description: HAP Manual Adjustment prorate new admission -Mid M	Landlord: Lawton Support Services	Doc Total
Transaction	Type: HAP Expense - Adjustment	Description: HAP Manual Adjustment prorate new admission	Family: Holland, Kirk	\$259.00
Project: TBRA				\$259.00

Lawton Housing Authority
HAP Accounting Manual Adjustments Transactions
Posted

Program: TBRA
Description: HAP Manual Adjustment prorate new admission
Control Group Date: 4/3/2023 **Amount:** \$252.00
Financial Period: March 2023 **Entry Amount:** \$252.00
Date/Time Created: 4/3/2023 7:58:52 AM **Proof Amount:** \$0.00
User Created: Richman, Anna

Transaction Summary			
	Transaction Count	Transaction Description	Amount
Payable Landlord Transactions	1	HAP Expense - Adjustment (Account #: 4715.1)	\$252.00
Grand Total	1		\$252.00

Transactions				
Document #:	Date: 3/20/2023	Description: HAP Manual Adjustment prorate new admission -Mid M	Landlord: Lawton Support Services	Doc Total
Transaction	Type: HAP Expense - Adjustment	Description: HAP Manual Adjustment prorate new admission	Family: Mitchell, Jason	\$252.00
Project: TBRA				\$252.00

Invoice Entry (City of Lawton, OK)

Back
Search
Browse
Add
Update
Delete
Email
Schedule
Attach
Discrepancies
Re-Liquidate
Change Lines
Quick Entry
Group Entry
PO Inquiry

Invoice

Year	2023				
PO	22302104	Receiving	Open amount	160,666.07	
Contract					*****
Vendor *	3064		HOUSING AUTHORITY-LAWTON		*****
Address	0				*****
Terms					*****
Invoice *	3/23				
Gross *		11,909.51			
Discount date		Disc basis		.00	
Discount %	.000	Disc amt		.00	
Net amount		11,909.51			
Payment method	Normal				
Check/Wire					
Description					
Status					
Hud# 2309 TBRA agreement					
Pending Approval					
Department					
Work order					
Work order task					
Allocation					
Requisition					
Liq method					
Check Run					
Invoice date *	04/17/2023				
Received date *	04/26/2023				
Due date *	04/26/2023				

ACCOUNTS

Line	PA Type	Project Account	Org	Object	Proj	PO	Inv amount
1	E	HOME22 -4514-52090-	2604514	52090		22302104	11,909.

Total Amount: 11,909.51 Payment Amount: 11,909.51

Last Change

Ioimata Taito RELEASED this invoice on 04/26/2023 at 12:39:21

Workflow

My Approvals
Approve
Reject
Forward
Hold
Approvers



Back



Accept



Cancel

Batch Information

Batch *

3077

Effective date *

04/26/2023

Year/Period *

2023

10

APR

Fund *

260

...

CDBG

Cash account *

260

...

10595

...

...

Cash - Liberty 604

Check Run

Due date

04/26/2023

Invoice count

0

Amount total

.00

Vendor hash

0

Released?

None Released



HOUSING AUTHORITY of LAWTON, OKLAHOMA

April 17, 2023

*Hud #
2309*

City of Lawton
Housing and Community Development
1405 SW 11th Street
Lawton, Oklahoma 73501

Subject: Request for Payment – CDBG Project No. 2021-2021, Tenant Based Rental Assistance Program

Dear Mr. Brooks:

This claim for the Tenant Based Rental Assistance Program for the month of February 2023 for \$9242.72 is forwarded herewith.

I have reviewed the attached claim documents and hereby certify that the claim is correct and a true representation of the income and expenses during the period to the best of my knowledge and belief.

If you have questions or need additional information, please call.

Sincerely,

Rita C. Love, Executive

Attached: Claim Summary
 Claim Processing Sheet
 Financial Statement
 Affidavit for Payment

AFFIDAVIT FOR PAYMENT
CITY OF LAWTON, STATE OF OKLAHOMA

STATE OF OKLAHOMA)
) SS.
COMANCHE COUNTY)

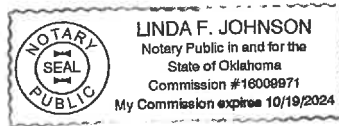
The undersigned contractor, of lawful age, being first duly sworn, on oath says that this invoice or claim is true and correct. Affiant further states that the (work, services or materials) as shown by this invoice or claim have been (completed or supplied) in accordance with the plans, specifications, orders or requests furnished the affiant. Affiant further states that (s) he has made no payment directly or indirectly to any elected official, officer or employee of the State of Oklahoma, any county or local subdivision of the state of money or any other thing of value to obtain payment.

Lawton Support Services

BY: *Rita C. Love*
Rita C. Love, Executive Director

Subscribed and sworn to before me this 17 day of April, 2023

(SEAL)



Linda F. Johnson
Notary

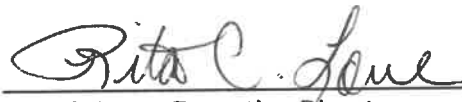
My Commission Expires: 10/19/2024
My Commission Number: 1600 9971

Lawton Support Services

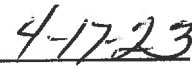
CLAIM SUMMARY

CDBG Project No. 2021-2021, Tenant Based Rental Assistance claim for the month of February 2023.

Administration	\$331.72
Operations	\$8,911.00
Subtotal of Administration & Operations	\$9,242.72
Other	
Total Amount of Claim	\$9,242.72



Rita C. Love, Executive Director



Date

Lawton Support Services

CLAIM PROCESSING SHEET

FOR THE PERIOD OF February 1, 2023 thru February 28, 2023

1	Funds Available by Original Contract	\$200,000.00
2	Additions to Contract	\$200,000.00
3	Reductions from Contract	\$0.00
4	Total Contract Amount	\$400,000.00
5	Amount Claimed from City to Date	\$212,671.67
6	Unexpended Balance	\$187,328.33
7	Amount of Current Claim	\$9,242.72
8	Remaining Unexpended Balance	\$178,085.61



Rita C. Love, Executive Director



Date

KD
4-17-23
MT
4-17-23

Lawton Support Services

MONTHLY FINANCIAL REPORT

CDBG Project No. 2021-2021, Tenant Based Rental Assistance claim for the month of February 2023.

	Current Expense	Total Expended*	Budget Amount	Balance
A Salaries/Wages	\$0.00	\$0.00	\$0.00	\$0.00
B Benefits	\$0.00	\$0.00	\$0.00	\$0.00
C Consultants/Contracts	\$0.00	\$0.00	\$0.00	\$0.00
D Supplies	\$0.00	\$0.00	\$0.00	\$0.00
E Printing	\$0.00	\$0.00	\$0.00	\$0.00
F Communications	\$0.00	\$0.00	\$0.00	\$0.00
G Travel	\$0.00	\$0.00	\$0.00	\$0.00
H Utilities	\$0.00	\$0.00	\$0.00	\$0.00
I Rent	\$0.00	\$0.00	\$0.00	\$0.00
J Insurance	\$0.00	\$0.00	\$0.00	\$0.00
K Repairs/Maintenance	\$0.00	\$0.00	\$0.00	\$0.00
L Rental Assistance	\$8,911.00	\$213,837.00	\$386,000.00	\$172,163.00
M Admin Fee	\$331.72	\$8,077.39	\$14,000.00	\$5,922.61
Total	\$9,242.72	\$221,914.39	\$400,000.00	\$178,085.61


 Rita C. Love, Executive Director

4-17-23
 Date

* Includes Current Expenses

Lawton Housing Authority
HAP Accounting Manual Adjustments Transactions
Posted

Program: TBRA
Description: HAP Manual Adjustment Jan 23
Control Group Date: 1/17/2023 **Amount:** \$163.00
Financial Period: January 2023 **Entry Amount:** \$163.00
Date/Time Created: 1/17/2023 10:39:05 AM **Proof Amount:** \$0.00
User Created: Richman, Anna

Transaction Summary			
	Transaction Count	Transaction Description	Amount
Payable Landlord Transactions	1	HAP Expense - Adjustment (Account #: 4715.1)	\$163.00
Grand Total	1		\$163.00

Transactions				
Document #:	Date: 1/17/2023	Description: HAP Manual Adjustment Jan 23 -Mid Month Adj	Landlord: Mosha Affordable Housing Lawton Semi	Doc Total
Transaction	Type: HAP Expense - Adjustment	Description: HAP Manual Adjustment Jan 23	Family: Ashby, Geraldine	\$163.00
Project: TBRA				\$163.00

Tenant Based Rental Assistance (TBRA)												
Feb-23												
Tenant	Address	Balance Forward	HAP Check #	HAP	URP Check #	Utility Allowance	Admin Fee	Total Charges	Payment Rec'd	Ending Balance		
Jackson, Isalah	1415 SW E Avenue	\$ 2,168.35		\$ 419.00		\$ -	\$ 14.67	\$ 2,602.02		\$ 2,602.02		
Harris, Eugene	2240 NW Pollard Avenue	\$ 3,120.55		\$ 511.00		\$ 92.00	\$ 21.11	\$ 3,744.66		\$ 3,744.66		
Wheelock, Marvette	4456 NW Baltimore Avenue	\$ 4,079.90		\$ 785.00		\$ -	\$ 30.98	\$ 4,895.88		\$ 4,895.88		
Johnson, Jasmine	405 NW 56th Street	\$ 5,743.75		\$ 829.00		\$ -	\$ 44.35	\$ 6,617.10		\$ 6,617.10		
Speed, James	1307 SW E Ave., Apt. B	\$ 394.25		\$ 76.00		\$ -	\$ 2.85	\$ 473.10		\$ 473.10		
Green, Javar	4002 NW Ozmun Ave. Apt. B10	\$ 1,501.36		\$ 381.00		\$ -	\$ 13.34	\$ 1,895.70		\$ 1,895.70		
Jenkins, Riana	314 SW 68th St.	\$ 1,463.37		\$ 514.00		\$ -	\$ 13.79	\$ 1,991.16		\$ 1,991.16		
Crubaugh, Jeffrey	2229 NW 25th St.	\$ 468.87		\$ 151.00		\$ -	\$ 5.29	\$ 625.16		\$ 625.16		
Keith, Lluvia	1703 SW McKinley Ave.	\$ 2,173.50		\$ 700.00		\$ 147.00	\$ 24.50	\$ 3,045.00		\$ 3,045.00		
Lippard, Glenda	2107 NW 38th St.	\$ 511.30		\$ 247.00		\$ -	\$ 8.65	\$ 766.95		\$ 766.95		
Bailey, Drushunda	6111 NW Euclid Ave.	\$ -		\$ 737.00		\$ -	\$ 27.64	\$ 764.64		\$ 764.64		
Compian, Linda	2423 NW 28th Street	\$ -		\$ 1,000.00		\$ 167.00	\$ 43.76	\$ 1,210.76		\$ 1,210.76		
Ashby, Geraldine	2720 SW J Ave, Apt. 117	\$ -		\$ 163.00		\$ -	\$ 6.11	\$ 169.11		\$ 169.11		
Darville, Amanda	521 SW 70th Street	\$ -		\$ 937.00		\$ -	\$ 35.13	\$ 972.13		\$ 972.13		
Butler, Sharon	4206 SE Lee Blvd.	\$ -		\$ 692.00		\$ -	\$ 25.95	\$ 717.95		\$ 717.95		
Kovach, Johnny	1910 NW Hoover Ave, Apt. 5	\$ -		\$ 149.00		\$ -	\$ 5.58	\$ 154.58		\$ 154.58		
McKinney, John	1912 NW Hoover Ave., Apt. 1	\$ -		\$ 214.00		\$ -	\$ 8.02	\$ 222.02		\$ 222.02		
Totals		\$ 21,625.20		\$ 8,505.00		\$ 406.00	\$ 331.72	\$ 9,242.72	\$ -	\$ 30,867.92		
New Admission:												
Amanda Darville, 2/8/2023												
Drushunda Bailey, 2/1/2023												
Shannon Butler, 2/14/2023												
Linda Compian, 1/17/2023												
John McKinney, 2/15/2023												
Johnny Kovach, 2/23/2023												

New Admission:
Amanda Darville, 2/8/2023
Drushunda Bailey, 2/1/2023
Shannon Butler, 2/14/2023
Linda Compian, 1/17/2023
John McKinney, 2/15/2023
Johnny Kovach, 2/23/2023

HAP Expense - Recurring (Account #: 4715.1)							
Landlord	Family	Previous	New	Change	End	Current	Total
Demetrius Hicks	Harris, Jr. , Eugene	511.00 ✓				511.00	511.00
GH Rental Management	Wheelock, Marvette	785.00				785.00	785.00
Happy Homes Realty, LLC	Bailey, Drushunda	0.00	737.00			737.00	
	Johnson, Jasmine	829.00				829.00	
	Lippard, Glenda	247.00				247.00	1,813.00
Lawton Support Services	Crubagh, Jeffrey	151.00				151.00	
	Jackson, Isaiah	419.00				419.00	570.00
Mcsha Affordable Housing Lawton	Ashby, Geraldine	0.00	163.00			163.00	163.00
REE Investments, LLC	Complan, Linda	0.00	1,000.00			1,000.00	1,000.00
Scoggins Realty Company	Keith, Lluvia	700.00				700.00	700.00
Terra Bella Investments, LLC	Green, Javar	381.00				381.00	381.00
White Glove Realty Realty	Jenkins, Riana	514.00				514.00	514.00
William Nelson, LLC	Speed, Jr., James	76.00				76.00	76.00
Total HAP Expense - Recurring (Account #: 4715.1)		4,613.00	1,900.00	0.00	0.00	6,513.00	

Utility Expense - Recurring (Account #: 4715.2)						
Family	Previous	New	Change	End	Current	Total
Linda Compian	0.00	167.00			167.00	167.00
Eugene Harris, Jr.	92.00				92.00	92.00
Lluvia Keith	147.00				147.00	147.00
Total Utility Expense - Recurring (Account #: 4715.2)	239.00	167.00	0.00	0.00	406.00	

Lawton Housing Authority
HAP Accounting Manual Adjustments Transactions
Posted

Program: TBRA
Description: Prorate Adjustment for Jan 20 new admission
Control Group Date: 2/3/2023 **Amount:** \$500.00
Financial Period: February 2023 **Entry Amount:** \$500.00
Date/Time Created: 2/3/2023 9:27:50 AM **Proof Amount:** \$0.00
User Created: Richman, Anna

Transaction Summary			
	Transaction Count	Transaction Description	Amount
Payable Landlord Transactions	1	HAP Expense - Adjustment (Account #: 4715.1)	\$500.00
Grand Total	1		\$500.00

Transactions				
Document #:	Date: 2/3/2023	Description: Prorate Adjustment for Jan 20 new admission	Landlord: REE Investments, LLC	Doc Total
Transaction	Type: HAP Expense - Adjustment	Description: Prorate Adjustment for Jan 20 new admission	Family: Compian, Linda	\$500.00
Project: TBRA				\$500.00

Lawton Housing Authority
HAP Accounting Manual Adjustments Transactions
Posted

Program: TBRA
Description: HAP Manual Adjustment prorate new admission
Control Group Date: 2/27/2023 **Amount:** \$937.00
Financial Period: February 2023 **Entry Amount:** \$937.00
Date/Time Created: 2/27/2023 8:45:25 AM **Proof Amount:** \$0.00
User Created: Richman, Anna

Transaction Summary			
	Transaction Count	Transaction Description	Amount
Payable Landlord Transactions	1	HAP Expense - Adjustment (Account #: 4715.1)	\$937.00
Grand Total	1		\$937.00

Transactions				
Document #:	Date: 2/27/2023	Description: HAP Manual Adjustment prorate new admission -Mid M	Landlord: The Haven Houses, LLC	Doc Total
Transaction	Type: HAP Expense - Adjustment	Description: HAP Manual Adjustment prorate new admission	Family: Darville, Amanda	\$937.00
Project: TBRA				\$937.00

Lawton Housing Authority
HAP Accounting Manual Adjustments Transactions
Posted

Program: TBRA
Description: HAP Manual Adjustment prorate new admission
Control Group Date: 2/27/2023 **Amount:** \$692.00
Financial Period: February 2023 **Entry Amount:** \$692.00
Date/Time Created: 2/27/2023 2:28:30 PM **Proof Amount:** \$0.00
User Created: Richman, Anna

Transaction Summary			
	Transaction Count	Transaction Description	Amount
Payable Landlord Transactions	1	HAP Expense - Adjustment (Account #: 4715.1)	\$692.00
Grand Total	1		\$692.00

Transactions				
Document #:	Date: 2/27/2023	Description: HAP Manual Adjustment prorate new admission -Mid M	Landlord: Dave's Realty Llc	Doc Total
Transaction	Type: HAP Expense - Adjustment	Description: HAP Manual Adjustment prorate new admission	Family: Butler, Shannon	\$692.00
Project: TBRA				\$692.00

Lawton Housing Authority
HAP Accounting Manual Adjustments Transactions
Posted

Program: TBRA
Description: HAP Manual Adjustment prorate new admission
Control Group Date: 2/27/2023 **Amount:** \$363.00
Financial Period: February 2023 **Entry Amount:** \$363.00
Date/Time Created: 2/27/2023 3:12:31 PM **Proof Amount:** \$0.00
User Created: Richman, Anna

Transaction Summary			
	Transaction Count	Transaction Description	Amount
Payable Landlord Transactions	2	HAP Expense - Adjustment (Account #: 4715.1)	\$363.00
Grand Total	2		\$363.00

Transactions				
Document #:	Date: 2/27/2023	Description: HAP Manual Adjustment prorate new admission -Mid M	Landlord: Happy Homes Realty, LLC	Doc Total
Transaction	Type: HAP Expense - Adjustment	Description: HAP Manual Adjustment prorate new admission	Family: Kovach, Johnny	\$149.00
Project: TBRA				\$149.00

Document #:	Date: 2/27/2023	Description: HAP Manual Adjustment prorate new admission	Landlord: Happy Homes Realty, LLC	Doc Total
Transaction	Type: HAP Expense - Adjustment	Description: HAP Manual Adjustment prorate new admission	Family: McKinney, John	\$214.00
Project: TBRA				\$214.00

Lawton Housing Authority
HAP Accounting Monthly Recurring Transactions
Posted

Program: TBRA
Description: HAP Recurring Feb 23
Control Group Date: 2/1/2023 **Amount:** \$6,919.00
Financial Period: February 2023 **Entry Amount:** \$6,919.00
Date/Time Created: 2/1/2023 8:00:55 AM **Proof Amount:** \$0.00
User Created: Richman, Anna

Transaction Summary			
	Count	Transaction Description	Amount
Payable Landlord Transactions	13	HAP Expense - Recurring (Account #: 4715.1)	6,513.00
Payable Family Transactions	3	Utility Expense - Recurring (Account #: 4715.2)	406.00
Grand Total	16		6,919.00

Transaction Audit Summary					
	Previous	New	Change	End	Current
Total HAP Expense - Recurring (Account #: 4715.1)	4,613.00	1,900.00	0.00	0.00	6,513.00
Total Utility Expense - Recurring (Account #: 4715.2)	239.00	167.00	0.00	0.00	406.00
Grand Total	4,852.00	2,067.00	0.00	0.00	6,919.00

Invoice Entry [City of Lawton, OK]

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[P](#)

Invoice

Year	2023		
PO	22302104	Receiving	Open amount 172,575.58
Contract			
Vendor *	3064	HOUSING AUTHORITY-LAWTON	
Address	0		
Terms			

Invoice *	2/23	+1	Description	Hud# 2309 TBRA agreement
Gross *	9,242.72		Status	Pending Approval
Discount date		Disc basis	Check Run	
Discount %	.000	Disc amt	Invoice date *	04/13/2023
Net amount	9,242.72		Received date *	04/26/2023
Payment method	Normal		Due date *	04/26/2023
Check/Wire	+1			

ACCOUNTS

Line	PA Type	Project Account	Org	Object	Proj	PO	Inv amount
1	E	HOME22 -4514-52090-	2604514	52090		22302104	9,242.

Total Amount: 9,242.72 Payment Amount: 9,242.72

Last Change

Ioimata Taito RELEASED this invoice on 04/26/2023 at 12:30:25

Workflow

[My Approvals](#)
[Approve](#)
[Reject](#)
[Forward](#)
[Hold](#)
[Approvers](#)



Back



Accept



Cancel

Batch Information

Batch *

3076

Effective date *

04/26/2023

Year/Period *

2023 10 APR

Fund *

260 CDBG

Cash account *

260 10595 Cash - Liberty 604

Check Run

Due date

04/26/2023

Invoice count

0

Amount total

.00

Vendor hash

0

Released?

None Released



HOUSING AUTHORITY of LAWTON, OKLAHOMA

HUO#
2309

April 13, 2023

City of Lawton
Housing and Community Development
1405 SW 11th Street
Lawton, Oklahoma 73501

Subject: Request for Payment – CDBG Project No. 2021-2021, Tenant Based Rental Assistance Program

Dear Mr. Brooks:

This claim for the Tenant Based Rental Assistance Program for the month of January 2023 for \$5051.53 is forwarded herewith.

*Partial Payment # 3443.50 PO # 22201248
22201248*

I have reviewed the attached claim documents and hereby certify that the claim is correct and a true representation of the income and expenses during the period to the best of my knowledge and belief.

If you have questions or need additional information, please call.

Sincerely,

A handwritten signature in cursive script that reads "Rita C. Love".

Rita C. Love, Executive

Attached: Claim Summary
 Claim Processing Sheet
 Financial Statement
 Affidavit for Payment

AFFIDAVIT FOR PAYMENT
CITY OF LAWTON, STATE OF OKLAHOMA

STATE OF OKLAHOMA)
) SS.
COMANCHE COUNTY)

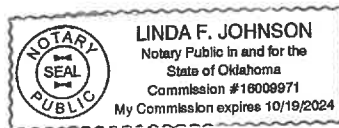
The undersigned contractor, of lawful age, being first duly sworn, on oath says that this invoice or claim is true and correct. Affiant further states that the (work, services or materials) as shown by this invoice or claim have been (completed or supplied) in accordance with the plans, specifications, orders or requests furnished the affiant. Affiant further states that (s) he has made no payment directly or indirectly to any elected official, officer or employee of the State of Oklahoma, any county or local subdivision of the state of money or any other thing of value to obtain payment.

Lawton Support Services

BY: *Rita C. Love*
Rita C. Love, Executive Director

Subscribed and sworn to before me this 14 day of April, 2023

(SEAL)



Linda F. Johnson
Notary

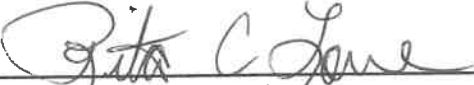
My Commission Expires: 10/19/2024
My Commission Number: 16009971

Lawton Support Services

CLAIM SUMMARY

CDBG Project No. 2021-2021, Tenant Based Rental Assistance claim for the month of January 2023.

Administration	\$179.53
Operations	\$4,872.00
Subtotal of Administration & Operations	\$5,051.53
Other	
Total Amount of Claim	\$5,051.53



Rita C. Love, Executive Director



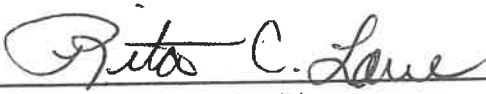
Date

Lawton Support Services

CLAIM PROCESSING SHEET

FOR THE PERIOD OF January 1, 2023 thru January 31, 2023

1 Funds Available by Original Contract	\$200,000.00
2 Additions to Contract	\$200,000.00
3 Reductions from Contract	\$0.00
4 Total Contract Amount	\$400,000.00
5 Amount Claimed from City to Date	\$207,620.14
6 Unexpended Balance	\$192,379.86
7 Amount of Current Claim	\$5,051.53
8 Remaining Unexpended Balance	\$187,328.33



Rita C. Love, Executive Director

4-17-23
Date

KD
4-17-23
MT
4/17/23

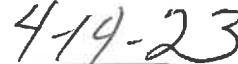
Lawton Support Services

MONTHLY FINANCIAL REPORT

CDBG Project No. 2021-2021, Tenant Based Rental Assistance claim for the month of January 2023.

	Current Expense	Total Expended*	Budget Amount	Balance
A Salaries/Wages	\$0.00	\$0.00	\$0.00	\$0.00
B Benefits	\$0.00	\$0.00	\$0.00	\$0.00
C Consultants/Contracts	\$0.00	\$0.00	\$0.00	\$0.00
D Supplies	\$0.00	\$0.00	\$0.00	\$0.00
E Printing	\$0.00	\$0.00	\$0.00	\$0.00
F Communications	\$0.00	\$0.00	\$0.00	\$0.00
G Travel	\$0.00	\$0.00	\$0.00	\$0.00
H Utilities	\$0.00	\$0.00	\$0.00	\$0.00
I Rent	\$0.00	\$0.00	\$0.00	\$0.00
J Insurance	\$0.00	\$0.00	\$0.00	\$0.00
K Repairs/Maintenance	\$0.00	\$0.00	\$0.00	\$0.00
L Rental Assistance	\$4,872.00	\$204,926.00	\$386,000.00	\$181,074.00
M Admin Fee	\$179.53	\$7,745.67	\$14,000.00	\$6,254.33
Total	\$5,051.53	\$217,723.20	\$400,000.00	\$187,328.33


 Rita C. Love, Executive Director


 Date

* Includes Current Expenses

[illegible]

Invoice Entry [City of Lawton, OK]



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[Re-Liquidate](#)
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[Quick Entry](#)
[Group Entry](#)
[PO Inquiry](#)

Invoice

Year	2022		
PO	22201248	Receiving	Open amount .00
Contract			
Vendor *	3064	HOUSING AUTHORITY-LAWTON	
Address	0		
Terms			
Invoice *	DEC 22		
Gross *	3,443.50	Description	TBRA AGREEMENT/HUD#2309
		Status	Pending Approval
Discount date		Check Run	
Discount %	.000	Invoice date *	04/13/2023
Net amount	3,443.50	Received date *	04/26/2023
Payment method	Normal	Due date *	04/26/2023
Check/Wire			
			Department
			Work order
			Work order task
			Allocation
			Requisition
			Liq method

ACCOUNTS

Line	PA Type	Project Account	Org	Object	Proj	PO	Inv amount
1	E	HOME16 -CHDO-HOME -	2604514	52015		22201248	3,443.

Total Amount: 3,443.50 Payment Amount: 3,443.50

Last Change

Joimata Taito RELEASED this invoice on 04/26/2023 at 11:21:36

Workflow

[My Approvals](#)
[Approve](#)
[Reject](#)
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[Approvers](#)

Invoice Entry [City of Lawton, OK]



Back



Accept



Cancel

Batch Information

Batch *

3072

Effective date *

04/26/2023



Year/Period *

2023

10

APR

Fund *

260

...

CDBG

Cash account *

260

...

10595

...

Cash - Liberty 604

Check Run

Due date

04/26/2023



Invoice count

0

Amount total

.00

Vendor hash

0

Released?

None Released





HOUSING AUTHORITY of LAWTON, OKLAHOMA

HUO#
2329

April 13, 2023

City of Lawton
Housing and Community Development
1405 SW 11th Street
Lawton, Oklahoma 73501

Subject: Request for Payment – CDBG Project No. 2021-2021, Tenant Based Rental Assistance Program

Dear Mr. Brooks:

This claim for the Tenant Based Rental Assistance Program for the month of January 2023 for \$5051.53 is forwarded herewith. *[Redacted]*

Partial Payment \$1608.03 90 22302104

I have reviewed the attached claim documents and hereby certify that the claim is correct and a true representation of the income and expenses during the period to the best of my knowledge and belief.

If you have questions or need additional information, please call.

Sincerely,

A handwritten signature in blue ink that reads "Rita C. Love".

Rita C. Love, Executive

Attached: Claim Summary
Claim Processing Sheet
Financial Statement
Affidavit for Payment

AFFIDAVIT FOR PAYMENT
CITY OF LAWTON, STATE OF OKLAHOMA

STATE OF OKLAHOMA)
) SS.
COMANCHE COUNTY)

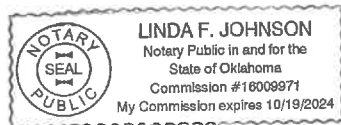
The undersigned contractor, of lawful age, being first duly sworn, on oath says that this invoice or claim is true and correct. Affiant further states that the (work, services or materials) as shown by this invoice or claim have been (completed or supplied) in accordance with the plans, specifications, orders or requests furnished the affiant. Affiant further states that (s) he has made no payment directly or indirectly to any elected official, officer or employee of the State of Oklahoma, any county or local subdivision of the state of money or any other thing of value to obtain payment.

Lawton Support Services

BY: 
Rita C. Love, Executive Director

Subscribed and sworn to before me this 14 day of April, 2023

(SEAL)




Notary

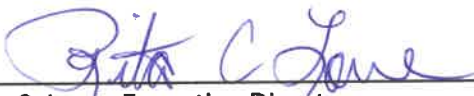
My Commission Expires: 10/19/2024
My Commission Number: 16009971

Lawton Support Services

CLAIM SUMMARY

CDBG Project No. 2021-2021, Tenant Based Rental Assistance claim for the month of January 2023.

Administration	\$179.53
Operations	\$4,872.00
Subtotal of Administration & Operations	\$5,051.53
Other	
Total Amount of Claim	\$5,051.53



Rita C. Love, Executive Director



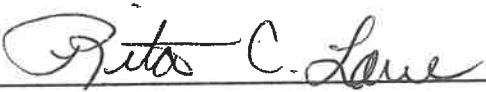
Date

Lawton Support Services

CLAIM PROCESSING SHEET

FOR THE PERIOD OF January 1, 2023 thru January 31, 2023

1	Funds Available by Original Contract	\$200,000.00
2	Additions to Contract	\$200,000.00
3	Reductions from Contract	\$0.00
4	Total Contract Amount	\$400,000.00
5	Amount Claimed from City to Date	\$207,620.14
6	Unexpended Balance	\$192,379.86
7	Amount of Current Claim	\$5,051.53
8	Remaining Unexpended Balance	\$187,328.33



Rita C. Love, Executive Director

4-17-23
Date

KD
4-17-23
MT
4/17/23

Lawton Support Services

MONTHLY FINANCIAL REPORT

CDBG Project No. 2021-2021, Tenant Based Rental Assistance claim for the month of January 2023.

	Current Expense	Total Expended*	Budget Amount	Balance
A Salaries/Wages	\$0.00	\$0.00	\$0.00	\$0.00
B Benefits	\$0.00	\$0.00	\$0.00	\$0.00
C Consultants/Contracts	\$0.00	\$0.00	\$0.00	\$0.00
D Supplies	\$0.00	\$0.00	\$0.00	\$0.00
E Printing	\$0.00	\$0.00	\$0.00	\$0.00
F Communications	\$0.00	\$0.00	\$0.00	\$0.00
G Travel	\$0.00	\$0.00	\$0.00	\$0.00
H Utilities	\$0.00	\$0.00	\$0.00	\$0.00
I Rent	\$0.00	\$0.00	\$0.00	\$0.00
J Insurance	\$0.00	\$0.00	\$0.00	\$0.00
K Repairs/Maintenance	\$0.00	\$0.00	\$0.00	\$0.00
L Rental Assistance	\$4,872.00	\$204,926.00	\$386,000.00	\$181,074.00
M Admin Fee	\$179.53	\$7,745.67	\$14,000.00	\$6,254.33
Total	\$5,051.53	\$217,723.20	\$400,000.00	\$187,328.33


 Rita C. Love, Executive Director


 Date

* Includes Current Expenses

[illegible]

Invoice Entry [City of Lawton, OK]

Back Search Browse Add Update Delete Email Schedule Attach Discrepancies Re-Liquidate Change Lines Quick Entry Group Entry PO Inquiry View Address Journal Info Credit PO

Invoice

Year 2023
 PO 22302104
 Contract
 Vendor 3064
 Address 0
 Terms

Balanced

183,426.33

Invoice Dec 2022
 Gross 5,051.53
 Description Status
 Invoice date 12/12/2022
 Received date 12/23/2022
 Due date 12/23/2022

ACCOUNTS

Line	PA Type	Project Account	Org	Object	Proj	PO	Inv amount	Bud	Work o
1	E	HOME22 -4514-52090-	2604514	52090		22302104	5,051.53	N 1	

Home 21

Total Amount: 5,051.53 Payment Amount: 5,051.53

Last Change

loimata Taito RELEASED this invoice on 12/23/2022 at 15:30:20

Workflow

My Approvals Approve Reject Forward Hold Approvers

*Change order 2/23/23
 Home 21 ?*

196,736.04

ACCOUNTS

Total Amount:	3,263.96	Payment Amount:	3,263.96
---------------	----------	-----------------	----------

loimata Taito RELEASED this invoice on 12/23/2022 at 15:13:31

My Approvals Approve Reject Forward Hold Approvers

Balanced

196,736.04

1

Invoice

193,153.74

Department	4500	...
Work order		...
Work order task		0 ...
Allocation		0 ...
Requisition	12302319	
Liq method	Line	

Line	PA Type	Project	Account	Org	Object	Proj	PO	Inv amount: 1099	A	Bud	Work o
1	E	HOME22	-4514-52090-	2604514	52090		22302104	3,582.30	N	1	

Last Change

Workflow

My Approvals Approve Reject Forward Hold Approvers

Balance

\$193,153.74

Back Search Browse Add Update Delete Email Schedule Attach Discrepancies Re-Liquidate Change Lines Quick Entry Group Entry PO Inquiry View Address Journal Info Credit PO

Invoice

Balance

Year 2023
 PO 22302104 ... Receiving Open amount 188,477.85
 Contract ...
 Vendor 3064 ... HOUSING AUTHORITY-LAWTON
 Address 0 ...
 Terms

Invoice Nov 2022 43 Description Hud# 2309 TBRA agreement
 Gross 4,675.88 Status Pending Approval Department 4500 ...
 Discount date Disc basis .00 Check Run
 Discount % .000 Disc amt .00
 Net amount 4,675.88 Invoice date 12/12/2022
 Payment method Normal Received date 12/23/2022
 Check/Wire 43 Due date 12/23/2022
 Work order task 0 ...
 Allocation 0 ...
 Requisition 12302319
 Liq method Line

ACCOUNTS

Line	PA Type	Project Account	Org	Object	Proj	PO	Inv amount	Bud	Work o
1	E	HOME22 -4514-52090-	2604514	52090		22302104	4,675.88	N 1	

Total Amount: 4,675.88 Payment Amount: 4,675.88

Last Change

Isimata Taño RELEASED this invoice on 12/23/2022 at 15:25:13

Workflow

My Approvals Approve Reject Forward Hold Approvers

Line Items

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Item

Contract

Commodity

Warehouse

Type

Description

Hud# 2309 TBRA agreemtn

Notes

Requisition

Fiscal year

Number

Line

2023

1

1230231

☐ Pick ticket
 ☐ Purchase

Additional info

Vendor

PO mailing

Delivery method

HOUSING AUTHORITY-LAWTON

609 SW "F" AVENUE

LAWTON

Manufacturer

Bid

Department

Requested by

Required by

4500

Community Services

Notify buyer

Remit

Vendor item number

1099 code

Pricing

Quantity

Amount

Gross

1.00

200,000.00000

200,000.00

Discount

Freight

Credit

.00

.00

.00

Amount justification: UNKNOWN

TOTAL

200,000.00

Allocations

Seq	PA Type	Project Account	Org	Obj	Project	Description	Amount	PA Bud	GL Bu
01	Expense	HOME14 -OTHER SVC -	2604514	52090		Other Expenses	200,000.00		
02	Expense	HOME14 -OTHER SVC -	2604514	52090			.00		

2604514-52090

GL Available Budget

327,840.00

« < 0 of 0 > »

Enter the project account.

Project Ledger: Requisition Allocation - Project Accounts *Accounts ...

2

- Back
- Accept
- Cancel
- Search
- Output
- Print
- Display
- PDF
- Save
- Excel
- Word
- P
- S
- Project Expense Inquiry
- Show GL Amounts

Budget Level PL Account HOME14-OTHER SVC Amount 200,000.00 Available Budget Budget Code 0.00 O - Over, Not Approved

User can never override project budget.
One or more project accounts are over-budget. You do not have permissions to proceed.

Search / Filter 1 of 1

Line Items

Back Accept Cancel Search Delete Budget

3

Item	Contract	96258	Description *	Hud# 2309 TBRA agreemtn	Notes	Requisition	Fiscal year	2023	1230231
Commodity	Warehouse					Line	1		
Type									

19302319

Additional Info

Vendor PO mailing Delivery method

Remit

Vendor item number

1099 code

Pricing

Quantity *	1.00
Amount	200,000.00000
Gross	200,000.00

Discount	.00	%
Freight	.00	
Credit	.00	
TOTAL	200,000.00	

Amount justification: UNKNOWN

Allocations

Seq	PA Type	Project Account	Org	Obj	Project	Description	Amount	PA Bud	GL Bu
01	Expense	HOMET14 -OTHER SVC -	2604514	52090		Other Expenses	200,000.00		

2604514-52090

GL Available Budget

327,840.00

« < 0 of 0 > »

Enter the project account.
User does not have budget override permissions.

Line Items



- Back
- Accept
- Cancel
- Search
- Delete

Item	...	Description *	Hud# 2309 TBRA agreement	Notes
Contract	...			
Commodity	96258			
Warehouse	...			
Type	☐ Pick ticket ☐ Purchase			

Additional Info

Vendor	3064	HOUSING AUTHORITY-LAWTON	Manufacturer	
PO mailing	0	609 SW "F" AVENUE	Manufacturer item number	
Delivery method	☒ Print ☐ Fax ☐ E-Mail ☐ E-Procurement	LAWTON OK 73501	Bid	
Remit	0		Department *	4500
	☐ Vendor/Sourcing Notes		Requested by	
Vendor item number			Required by	No
1099 code			Capital asset	N
			Work order number	
			Work order task	
			Risk claim	

Pricing

Quantity *	1.00	Discount	.00 %	Amount justification: UNKNOWN
Amount	200,000.00000	Freight	.00	
Gross	200,000.00	Credit	.00	
		TOTAL	200,000.00	

Allocations

Seq	PA Type	Project Account	Org	Obj	Project	Description
01	Expense	HOME14 -OTHER SVC -	2604514	52090		

Community Development Systems

Integrated Disbursement & Information System (IDIS)



User: B74420
Role: Grantee
Organization:
LAWTON

[- Logout](#)

Activity

- Add
- Search
- Search HOME/HTF
- Review
- CDBG Cancellation

Project

- Add
- Search
- Copy

Utilities

- Home
- Data Downloads
- Print Page
- Help

Links

- Contact Support
- Rules of Behavior
- CPD Home
- HUD Home

Plans/Projects/Activities

Funding/Drawdown

Grant

Grantee/PJ

Reports

You have **3 CDBG** activities that have been flagged. Click on the number to go to the review page.

Activity

Edit Activity

 |

*Indicates Required Field

Activity Owner:
LAWTON, OK

IDIS Activity ID:
2309

IDIS Project ID/Project Title (Program Year):
19/Tenant-Based Rental Assistance (2018)

*Activity Name:
TBRA-Lawton Housing Authority

Activity Status:
Open ▼

Completion Date: (mm/dd/yyyy)

Grantee/PJ Activity ID:

Initial Funding Date:
08/02/2019

Program	*Activity Category ⓘ	Ready to Fund	Funded	Setup Detail	Accomplishment	Completion Check
CDBG	♦ Is this activity to prevent, prepare for, and respond to coronavirus?* ☐ No ☐ Yes ♦ Does this activity use Section 108 loan? No Change answer None ▼	No	No	Add CDBG	Add CDBG Accompl.	
ESG	None	No	No			
HOME	☐ HOME-ARP Tenant-Based Rental Assistance (TBRA) ▼	Yes	Yes	Edit HOME	Add HOME Accompl.	Check HOME
HOPWA	None	No	No			
HESG	None	No	No		Grantees will enter Accompl data into e-SNAPS	
HOPWA-C	None	No	No			
HTF	None	No	No			

*Is this activity subject to Section 3 at 24 CFR Part 75? ⓘ ☐ Yes ☒ No

*Environmental Review:
COMPLETED ▼

Allow Another Organization to Access this Activity:

ⓘ

HEROS Environmental Review ID: 900000010094792

Comments: ⓘ

Activity Description:

Lawton Housing Authority will manage and operate a tenant-based rental assistance program. The total assistance is \$200,000.00 and is a 2 year agreement. An increase in the amount of \$200,000.00 has been approved and another 2 years added to complete the spending amount. Ending 2023

 Session Timeout

Invoice Entry [City of Lawton, OK]



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[Schedule](#)
[Attach](#)
[Discrepancies](#)
[Re-Liquidate](#)
[Change Lines](#)
[Quick Entry](#)
[Group Entry](#)
[PO Inquiry](#)

Invoice

Year	2023		
PO	22302104	Receiving	Open amount 181,818.30
Contract			
Vendor *	3064	HOUSING AUTHORITY-LAWTON	
Address	0		
Terms			
Invoice *	Partial 12/22	+1	
Gross *		1,608.03	
Discount date		Disc basis	.00
Discount %	.000	Disc amt	.00
Net amount		1,608.03	
Payment method	Normal		
Check/Wire		+1	
Description		Status	Hud# 2309 TBRA agreement
			Pending Approval
Check Run			Department
Invoice date *	04/13/2023		Work order
Received date *	04/26/2023		Work order task
Due date *	04/26/2023		Allocation
			Requisition
			Liq method

ACCOUNTS

Line	PA Type	Project Account	Org	Object	Proj	PO	Inv amount
1	E	HOME22 -4514-52090-	2604514	52090		22302104	1,608.

Total Amount: 1,608.03 Payment Amount: 1,608.03

Last Change

loimata Taito RELEASED this invoice on 04/26/2023 at 12:23:10

Workflow

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 Back
  Accept
  Cancel

Batch Information

Batch *

Effective date * 

Year/Period * APR

Fund * ... CDBG

Cash account * Cash - Liberty 604

Check Run

Due date 

Invoice count

Amount total .00

Vendor hash

Released?



Hud
2309

HOUSING AUTHORITY of LAWTON, OKLAHOMA

April 13, 2023

City of Lawton
Housing and Community Development
1405 SW 11th Street
Lawton, Oklahoma 73501

Subject: Request for Payment – CDBG Project No. 2021-2021, Tenant Based Rental Assistance Program

Dear Mr. Brooks:

This claim for the Tenant Based Rental Assistance Program for the month of December 2022 for \$5051.53 is forwarded herewith.

I have reviewed the attached claim documents and hereby certify that the claim is correct and a true representation of the income and expenses during the period to the best of my knowledge and belief.

If you have questions or need additional information, please call.

Sincerely,

Rita C. Love, Executive

Attached: Claim Summary
 Claim Processing Sheet
 Financial Statement
 Affidavit for Payment

AFFIDAVIT FOR PAYMENT
CITY OF LAWTON, STATE OF OKLAHOMA

STATE OF OKLAHOMA)
) SS.
COMANCHE COUNTY)

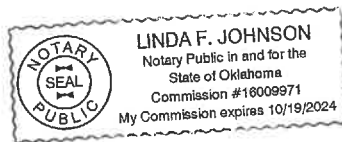
The undersigned contractor, of lawful age, being first duly sworn, on oath says that this invoice or claim is true and correct. Affiant further states that the (work, services or materials) as shown by this invoice or claim have been (completed or supplied) in accordance with the plans, specifications, orders or requests furnished the affiant. Affiant further states that (s) he has made no payment directly or indirectly to any elected official, officer or employee of the State of Oklahoma, any county or local subdivision of the state of money or any other thing of value to obtain payment.

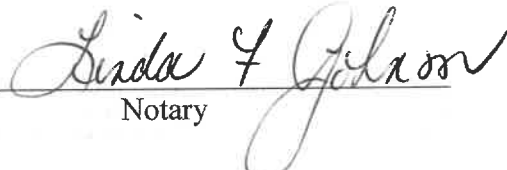
Lawton Support Services

BY: 
Rita C. Love, Executive Director

Subscribed and sworn to before me this 14 day of April, 2023

(SEAL)




Notary

My Commission Expires: 10/19/2024
My Commission Number: 16009971

Lawton Support Services

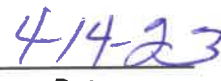
CLAIM SUMMARY

CDBG Project No. 2021-2021, Tenant Based Rental Assistance claim for the month of December 2022.

Administration	\$179.53
Operations	\$4,872.00
Subtotal of Administration & Operations	\$5,051.53
Other	
Total Amount of Claim	\$5,051.53



Rita C. Love, Executive Director



Date

Lawton Support Services

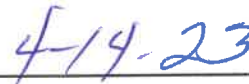
CLAIM PROCESSING SHEET

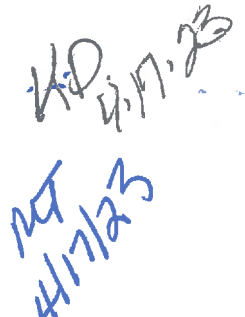
FOR THE PERIOD OF December 1, 2022 thru December 31, 2022

1 Funds Available by Original Contract	\$200,000.00
2 Additions to Contract	\$200,000.00
3 Reductions from Contract	\$0.00
4 Total Contract Amount	\$400,000.00
5 Amount Claimed from City to Date	\$202,568.61
6 Unexpended Balance	\$197,431.39
7 Amount of Current Claim	\$5,051.53
8 Remaining Unexpended Balance	\$192,379.86



Rita C. Love, Executive Director


Date



Lawton Support Services

MONTHLY FINANCIAL REPORT

CDBG Project No. 2021-2021, Tenant Based Rental Assistance claim for the month of December 2022.

	Current Expense	Total Expended*	Budget Amount	Balance
A Salaries/Wages	\$0.00	\$0.00	\$0.00	\$0.00
B Benefits	\$0.00	\$0.00	\$0.00	\$0.00
C Consultants/Contracts	\$0.00	\$0.00	\$0.00	\$0.00
D Supplies	\$0.00	\$0.00	\$0.00	\$0.00
E Printing	\$0.00	\$0.00	\$0.00	\$0.00
F Communications	\$0.00	\$0.00	\$0.00	\$0.00
G Travel	\$0.00	\$0.00	\$0.00	\$0.00
H Utilities	\$0.00	\$0.00	\$0.00	\$0.00
I Rent	\$0.00	\$0.00	\$0.00	\$0.00
J Insurance	\$0.00	\$0.00	\$0.00	\$0.00
K Repairs/Maintenance	\$0.00	\$0.00	\$0.00	\$0.00
L Rental Assistance	\$4,872.00	\$200,054.00	\$386,000.00	\$185,946.00
M Admin Fee	\$179.53	\$7,566.14	\$14,000.00	\$6,433.86
Total	\$5,051.53	\$212,671.67	\$400,000.00	\$192,379.86



Rita C. Love, Executive Director



Date

* Includes Current Expenses

[illegible]

Lawton Housing Authority
HAP Accounting Monthly Recurring Transactions
Posted

Program:	TBRA		
Description:	HAP Recurring Dec 22		
Control Group Date:	12/1/2022	Amount:	\$4,852.00
Financial Period:	December 2022	Entry Amount:	\$4,852.00
Date/Time Created:	12/1/2022 10:16:57 AM	Proof Amount:	\$0.00
User Created:	Richman, Anna		

Transaction Summary			
	Count	Transaction Description	Amount
Payable Landlord Transactions	10	HAP Expense - Recurring (Account #: 4715.1)	4,613.00
Payable Family Transactions	2	Utility Expense - Recurring (Account #: 4715.2)	239.00
Grand Total	12		4,852.00

Transaction Audit Summary					
	Previous	New	Change	End	Current
Total HAP Expense - Recurring (Account #: 4715.1)	3,852.00	761.00	0.00	0.00	4,613.00
Total Utility Expense - Recurring (Account #: 4715.2)	239.00	0.00	0.00	0.00	239.00
Grand Total	4,091.00	761.00	0.00	0.00	4,852.00

HAP Expense - Recurring (Account #: 4715.1)							
Landlord	Family	Previous	New	Change	End	Current	Total
Demetrius Hicks	Harris, Jr. , Eugene	511.00				511.00	511.00
GH Rental Management	Wheelock, Marvette	785.00				785.00	785.00
Happy Homes Realty, LLC	Johnson, Jasmine	829.00				829.00	
	Lippard, Glenda	0.00	247.00			247.00	1,076.00
Lawton Support Services	Crubbaugh, Jeffrey	151.00				151.00	
	Jackson, Isaiah	419.00				419.00	570.00
Scoggins Realty Company	Keith, Lluvia	700.00				700.00	700.00
Terra Bella Investments, LLC	Green, Javar	381.00				381.00	381.00
White Glove Realty Realty	Jenkins, Riana	0.00	514.00			514.00	514.00
William Nelson, LLC	Speed, Jr., James	76.00				76.00	76.00
Total HAP Expense - Recurring (Account #: 4715.1)		3,852.00	761.00	0.00	0.00	4,613.00	

Utility Expense - Recurring (Account #: 4715.2)						
Family	Previous	New	Change	End	Current	Total
Eugene Harris, Jr.	92.00				92.00	92.00
Lluvia Keith	147.00				147.00	147.00
Total Utility Expense - Recurring (Account #: 4715.2)	239.00	0.00	0.00	0.00	239.00	

Invoice Entry [City of Lawton, OK]

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[Re-Liquidate](#)
[Change Lines](#)
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[Group Entry](#)
[PO Inquiry](#)

Invoice

Year	2022		
PO	22201248	Receiving	Open amount 3,443.50
Contract			
Vendor *	3064	HOUSING AUTHORITY-LAWTON	
Address	0		
Terms			
Invoice *	12/22	+1	
Gross *	5,051.53		
Discount date		Disc basis	.00
Discount %	.000	Disc amt	.00
Net amount	5,051.53		
Payment method	Normal		
Check/Wire	+1		
Description	TBRA AGREEMENT/HUD#2309		
Status	Pending Approval		
Check Run		Department	Work order
Invoice date *	04/13/2023	Work order task	Allocation
Received date *	04/26/2023	Requisition	Liq method
Due date *	04/26/2023		

ACCOUNTS

Line	PA Type	Project Account	Org	Object	Proj	PO	Inv amount
1	E	HOME16 -CHDO-HOME -	2604514	52015		22201248	5,051.

Total Amount: 5,051.53 Payment Amount: 5,051.53

Last Change

Joimata Taito RELEASED this invoice on 04/26/2023 at 10:12:30

Workflow

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VENDOR NUMBER	VENDOR NAME	CHECK NUMBER	CHECK DATE	CHECK AMOUNT
3064	HOUSING AUTHORITY-LAWTON	741	04/28/2023	\$42,777.43

INVOICE DATE	INVOICE NUMBER	DESCRIPTION	INVOICE AMOUNT
04/13/2023	Partial 12/22	Hud# 2309 TBRA agreement PO #: 22302104 - Community Services	\$1,608.03
04/13/2023	9/22	TBRA AGREEMENT/HUD#2309 PO #: 22201248 - Community Services	\$3,263.96
04/13/2023	DEC 22	TBRA AGREEMENT/HUD#2309 PO #: 22201248 - Community Services	\$3,443.50
04/13/2023	10/22	TBRA AGREEMENT/HUD#2309 PO #: 22201248 - Community Services	\$3,582.30
04/13/2023	11/22	TBRA AGREEMENT/HUD#2309 PO #: 22201248 - Community Services	\$4,675.88
04/13/2023	12/22	TBRA AGREEMENT/HUD#2309 PO #: 22201248 - Community Services	\$5,051.53
04/13/2023	2/23	Hud# 2309 TBRA agreement PO #: 22302104 - Community Services	\$9,242.72
04/17/2023	3/23	Hud# 2309 TBRA agreement PO #: 22302104 - Community Services	\$11,909.51



City of Lawton
212 SW 9th Street
Lawton, OK 73501-3914

LIBERTY NATIONAL BANK
820 S.W. C AVENUE
LAWTON, OKLAHOMA 73501

Vendor Number	Check Number	Check Date
3064	741	04/28/2023

VOID 1 YEAR FROM DATE OF ISSUE

*** Forty-Two Thousand Seven Hundred And Seventy-Seven Dollars And Forty-Three Cents ***

\$42,777.43

Pay To
The
Order Of

3064
HOUSING AUTHORITY-LAWTON
609 SW "F" AVENUE
LAWTON, OK 73501

Mayor - Stanley Booker

MP



Hud #
2309

HOUSING AUTHORITY of LAWTON, OKLAHOMA

April 13, 2023

City of Lawton
Housing and Community Development
1405 SW 11th Street
Lawton, Oklahoma 73501

Subject: Request for Payment – CDBG Project No. 2021-2021, Tenant Based Rental Assistance Program

Dear Mr. Brooks:

This claim for the Tenant Based Rental Assistance Program for the month of November 2022 for \$4675.88 is forwarded herewith.

I have reviewed the attached claim documents and hereby certify that the claim is correct and a true representation of the income and expenses during the period to the best of my knowledge and belief.

If you have questions or need additional information, please call.

Sincerely,

Rita C. Love, Executive

Attached: Claim Summary
 Claim Processing Sheet
 Financial Statement
 Affidavit for Payment

AFFIDAVIT FOR PAYMENT
CITY OF LAWTON, STATE OF OKLAHOMA

STATE OF OKLAHOMA)
) SS.
COMANCHE COUNTY)

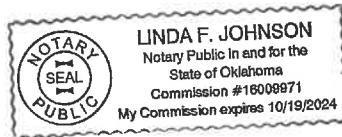
The undersigned contractor, of lawful age, being first duly sworn, on oath says that this invoice or claim is true and correct. Affiant further states that the (work, services or materials) as shown by this invoice or claim have been (completed or supplied) in accordance with the plans, specifications, orders or requests furnished the affiant. Affiant further states that (s) he has made no payment directly or indirectly to any elected official, officer or employee of the State of Oklahoma, any county or local subdivision of the state of money or any other thing of value to obtain payment.

Lawton Support Services

BY: *Rita C. Love*
Rita C. Love, Executive Director

Subscribed and sworn to before me this 14 day of April, 2023

(SEAL)



Linda F. Johnson
Notary

My Commission Expires: 10/19/2024
My Commission Number: 16009971

Lawton Support Services

CLAIM SUMMARY

CDBG Project No. 2021-2021, Tenant Based Rental Assistance claim for the month of November 2022.

Administration	\$170.88
Operations	\$4,505.00
Subtotal of Administration & Operations	\$4,675.88
Other	
Total Amount of Claim	\$4,675.88



Rita C. Love, Executive Director



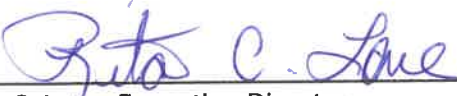
Date

Lawton Support Services

CLAIM PROCESSING SHEET

FOR THE PERIOD OF November 1, 2022 thru November 30, 2022

1 Funds Available by Original Contract	\$200,000.00
2 Additions to Contract	\$200,000.00
3 Reductions from Contract	\$0.00
4 Total Contract Amount	\$400,000.00
5 Amount Claimed from City to Date	\$197,892.73
6 Unexpended Balance	\$202,107.27
7 Amount of Current Claim	\$4,675.88
8 Remaining Unexpended Balance	\$197,431.39



Rita C. Love, Executive Director



Date

MT
4/17/23

Lawton Support Services

MONTHLY FINANCIAL REPORT

CDBG Project No. 2021-2021, Tenant Based Rental Assistance claim for the month of November 2022.

	Current Expense	Total Expended*	Budget Amount	Balance
A Salaries/Wages	\$0.00	\$0.00	\$0.00	\$0.00
B Benefits	\$0.00	\$0.00	\$0.00	\$0.00
C Consultants/Contracts	\$0.00	\$0.00	\$0.00	\$0.00
D Supplies	\$0.00	\$0.00	\$0.00	\$0.00
E Printing	\$0.00	\$0.00	\$0.00	\$0.00
F Communications	\$0.00	\$0.00	\$0.00	\$0.00
G Travel	\$0.00	\$0.00	\$0.00	\$0.00
H Utilities	\$0.00	\$0.00	\$0.00	\$0.00
I Rent	\$0.00	\$0.00	\$0.00	\$0.00
J Insurance	\$0.00	\$0.00	\$0.00	\$0.00
K Repairs/Maintenance	\$0.00	\$0.00	\$0.00	\$0.00
L Rental Assistance	\$4,505.00	\$195,182.00	\$386,000.00	\$190,818.00
M Admin Fee	\$170.88	\$7,386.61	\$14,000.00	\$6,613.39
Total	\$4,675.88	\$207,244.49	\$400,000.00	\$197,431.39


 Rita C. Love, Executive Director


 Date

* Includes Current Expenses

Lawton Housing Authority
HAP Accounting Monthly Recurring Transactions
Posted

Program:	TBRA		
Description:	HAP Recurring Nov 22		
Control Group Date:	11/2/2022	Amount:	\$4,091.00
Financial Period:	November 2022	Entry Amount:	\$4,091.00
Date/Time Created:	11/2/2022 7:40:35 AM	Proof Amount:	\$0.00
User Created:	Richman, Anna		

Transaction Summary			
	Count	Transaction Description	Amount
Payable Landlord Transactions	8	HAP Expense - Recurring (Account #: 4715.1)	3,852.00
Payable Family Transactions	2	Utility Expense - Recurring (Account #: 4715.2)	239.00
Grand Total	10		4,091.00

Transaction Audit Summary					
	Previous	New	Change	End	Current
Total HAP Expense - Recurring (Account #: 4715.1)	2,891.00	1,232.00	(271.00)	0.00	3,852.00
Total Utility Expense - Recurring (Account #: 4715.2)	259.00	147.00	0.00	(167.00)	239.00
Grand Total	3,150.00	1,379.00	(271.00)	(167.00)	4,091.00

Utility Expense - Recurring (Account #: 4715.2)						
Family	Previous	New	Change	End	Current	Total
Eugene Harris, Jr.	92.00				92.00	92.00
Jasmine Johnson	167.00			(167.00)	0.00	0.00
Lluvia Keith	0.00	147.00			147.00	147.00
Total Utility Expense - Recurring (Account #: 4715.2)	259.00	147.00	0.00	(167.00)	239.00	

Invoice Entry [City of Lawton, OK]



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[Group Entry](#)
[PO Inquiry](#)

Invoice

Year: 2022
 PO: 22201248
 Contract:
 Vendor: 3064
 Address: 0
 Terms:
 Receiving Open amount

8,495.03

Invoice: 11/22
 Gross: 4,675.88

Description: TBRA AGREEMENT/HUD#2309
 Status: Pending Approval

Department
 Work order
 Work order task
 Allocation
 Requisition
 Liq method

Discount date:
 Discount %: .000
 Net amount: 4,675.88
 Payment method: Normal
 Check/Wire: +1

Check Run:
 Invoice date: 04/13/2023
 Received date: 04/26/2023
 Due date: 04/26/2023

ACCOUNTS

Line	PA Type	Project Account	Org	Object	Proj	PO	Inv amount
1	E	HOME16 -CHDO-HOME -	2604514	52015		22201248	4,675.

Total Amount: 4,675.88 Payment Amount: 4,675.88

Last Change

Ioimata Taito RELEASED this invoice on 04/26/2023 at 10:08:01

Workflow

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Back



Accept



Cancel

Batch Information

Batch *	3068		
Effective date *	04/26/2023		
Year/Period *	2023	10	APR
Fund *	260	...	CDBG
Cash account *	260	...	10595 ... Cash - Liberty 604
Check Run			
Due date	04/26/2023		
Invoice count	0		
Amount total	.00		
Vendor hash	0		
Released?	None Released		



Hud # 2309

HOUSING AUTHORITY of LAWTON, OKLAHOMA

April 13, 2023

City of Lawton
Housing and Community Development
1405 SW 11th Street
Lawton, Oklahoma 73501

Subject: Request for Payment – CDBG Project No. 2021-2021, Tenant Based Rental Assistance Program

Dear Mr. Brooks:

This claim for the Tenant Based Rental Assistance Program for the month of October 2022 for \$3582.30 is forwarded herewith.

I have reviewed the attached claim documents and hereby certify that the claim is correct and a true representation of the income and expenses during the period to the best of my knowledge and belief.

If you have questions or need additional information, please call.

Sincerely,

Rita C. Love, Executive

Attached: Claim Summary
 Claim Processing Sheet
 Financial Statement
 Affidavit for Payment

AFFIDAVIT FOR PAYMENT
CITY OF LAWTON, STATE OF OKLAHOMA

STATE OF OKLAHOMA)
) SS.
COMANCHE COUNTY)

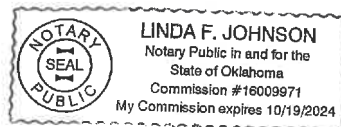
The undersigned contractor, of lawful age, being first duly sworn, on oath says that this invoice or claim is true and correct. Affiant further states that the (work, services or materials) as shown by this invoice or claim have been (completed or supplied) in accordance with the plans, specifications, orders or requests furnished the affiant. Affiant further states that (s) he has made no payment directly or indirectly to any elected official, officer or employee of the State of Oklahoma, any county or local subdivision of the state of money or any other thing of value to obtain payment.

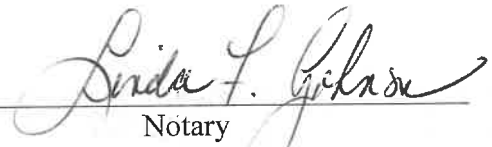
Lawton Support Services

BY: 
Rita C. Love, Executive Director

Subscribed and sworn to before me this 14 day of April, 2023

(SEAL)




Notary

My Commission Expires: 10/19/2024
My Commission Number: 16009971

Lawton Support Services

CLAIM SUMMARY

CDBG Project No. 2021-2021, Tenant Based Rental Assistance claim for the month of October 2022.

Administration	\$127.30
Operations	\$3,455.00
Subtotal of Administration & Operations	\$3,582.30
Other	
Total Amount of Claim	\$3,582.30



Rita C. Love, Executive Director



Date

Lawton Support Services

CLAIM PROCESSING SHEET

FOR THE PERIOD OF October 1, 2022 thru October 31, 2022

1	Funds Available by Original Contract	\$200,000.00
2	Additions to Contract	\$200,000.00
3	Reductions from Contract	\$0.00
4	Total Contract Amount	\$400,000.00
5	Amount Claimed from City to Date	\$194,310.43
6	Unexpended Balance	\$205,689.57
7	Amount of Current Claim	\$3,582.30
8	Remaining Unexpended Balance	\$202,107.27

KD
4-17-23

MT
4/17/23



Rita C. Love, Executive Director



Date

Lawton Support Services

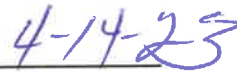
MONTHLY FINANCIAL REPORT

CDBG Project No. 2021-2021, Tenant Based Rental Assistance claim for the month of October 2022.

	Current Expense	Total Expended*	Budget Amount	Balance
A Salaries/Wages	\$0.00	\$0.00	\$0.00	\$0.00
B Benefits	\$0.00	\$0.00	\$0.00	\$0.00
C Consultants/Contracts	\$0.00	\$0.00	\$0.00	\$0.00
D Supplies	\$0.00	\$0.00	\$0.00	\$0.00
E Printing	\$0.00	\$0.00	\$0.00	\$0.00
F Communications	\$0.00	\$0.00	\$0.00	\$0.00
G Travel	\$0.00	\$0.00	\$0.00	\$0.00
H Utilities	\$0.00	\$0.00	\$0.00	\$0.00
I Rent	\$0.00	\$0.00	\$0.00	\$0.00
J Insurance	\$0.00	\$0.00	\$0.00	\$0.00
K Repairs/Maintenance	\$0.00	\$0.00	\$0.00	\$0.00
L Rental Assistance	\$3,455.00	\$190,677.00	\$386,000.00	\$195,323.00
M Admin Fee	\$127.30	\$7,215.73	\$14,000.00	\$6,784.27
Total	\$3,582.30	\$197,892.73	\$400,000.00	\$202,107.27



Rita C. Love, Executive Director



Date

* Includes Current Expenses

Lawton Housing Authority
HAP Accounting Monthly Recurring Transactions
Posted

Program: TBRA
Description: HAP Recurring Sep 22
Control Group Date: 9/6/2022 **Amount:** \$3,150.00
Financial Period: September 2022 **Entry Amount:** \$3,150.00
Date/Time Created: 9/6/2022 9:38:10 AM **Proof Amount:** \$0.00
User Created: Richman, Anna

Transaction Summary			
	Count	Transaction Description	Amount
Payable Landlord Transactions	5	HAP Expense - Recurring (Account #: 4715.1)	2,891.00
Payable Family Transactions	2	Utility Expense - Recurring (Account #: 4715.2)	259.00
Grand Total	7		3,150.00

Transaction Audit Summary					
	Previous	New	Change	End	Current
Total HAP Expense - Recurring (Account #: 4715.1)	2,891.00	0.00	0.00	0.00	2,891.00
Total Utility Expense - Recurring (Account #: 4715.2)	259.00	0.00	0.00	0.00	259.00
Grand Total	3,150.00	0.00	0.00	0.00	3,150.00

Utility Expense - Recurring (Account #: 4715.2)						
Family	Previous	New	Change	End	Current	Total
Eugene Harris, Jr.	92.00				92.00	92.00
Jasmine Johnson	167.00				167.00	167.00
Total Utility Expense - Recurring (Account #: 4715.2)	259.00	0.00	0.00	0.00	259.00	

Lawton Housing Authority
HAP Accounting Monthly Recurring Transactions
Posted

Program:	TBRA		
Description:	HAP Recurring Oct 22		
Control Group Date:	10/3/2022	Amount:	\$3,150.00
Financial Period:	October 2022	Entry Amount:	\$3,150.00
Date/Time Created:	10/3/2022 9:22:55 AM	Proof Amount:	\$0.00
User Created:	Jackson, Jervis		

Transaction Summary			
	Count	Transaction Description	Amount
Payable Landlord Transactions	5	HAP Expense - Recurring (Account #: 4715.1)	2,891.00
Payable Family Transactions	2	Utility Expense - Recurring (Account #: 4715.2)	259.00
Grand Total	7		3,150.00

Transaction Audit Summary					
	Previous	New	Change	End	Current
Total HAP Expense - Recurring (Account #: 4715.1)	2,891.00	0.00	0.00	0.00	2,891.00
Total Utility Expense - Recurring (Account #: 4715.2)	259.00	0.00	0.00	0.00	259.00
Grand Total	3,150.00	0.00	0.00	0.00	3,150.00

HAP Expense - Recurring (Account #: 4715.1)							
Landlord	Family	Previous	New	Change	End	Current	Total
Demetrius Hicks	Harris, Jr. , Eugene	511.00				511.00	511.00
GH Rental Management	Wheelock, Marvette	785.00				785.00	785.00
Happy Homes Realty, LLC	Johnson, Jasmine	1,100.00				1,100.00	1,100.00
Lawton Support Services	Jackson, Isaiah	419.00				419.00	419.00
William Nelson, LLC	Speed, Jr., James	76.00				76.00	76.00
Total HAP Expense - Recurring (Account #: 4715.1)		2,891.00	0.00	0.00	0.00	2,891.00	

Utility Expense - Recurring (Account #: 4715.2)						
Family	Previous	New	Change	End	Current	Total
Eugene Harris, Jr.	92.00				92.00	92.00
Jasmine Johnson	167.00				167.00	167.00
Total Utility Expense - Recurring (Account #: 4715.2)	259.00	0.00	0.00	0.00	259.00	

Lawton Housing Authority
HAP Accounting Manual Adjustments Transactions
Posted

Program: TBRA
Description: New admission prorate October 22
Control Group Date: 10/11/2022 **Amount:** \$305.00
Financial Period: October 2022 **Entry Amount:** \$305.00
Date/Time Created: 10/11/2022 8:23:43 AM **Proof Amount:** \$0.00
User Created: Richman, Anna

Transaction Summary			
	Transaction Count	Transaction Description	Amount
Payable Landlord Transactions	1	HAP Expense - Adjustment (Account #: 4715.1)	\$305.00
Grand Total	1		\$305.00

Transactions				
Document #	Date: 10/7/2022	Description: New admission prorate October 22 -Mid Month Adj	Landlord: Terra Bella Investments, LLC	Doc Total
Transaction	Type: HAP Expense - Adjustment	Description: New admission prorate October 22	Family: Green, Javar	\$305.00
Project: TBRA				\$305.00

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Invoice

Year	2022		
PO	22201248	Receiving	Open amount 13,170.91
Contract			
Vendor *	3064	HOUSING AUTHORITY-LAWTON	
Address	0		
Terms			
Invoice *	10/22	+1	
Gross *	3,582.30		
Discount date		Disc basis	.00
Discount %	.000	Disc amt	.00
Net amount	3,582.30		
Payment method	Normal		
Check/Wire		+1	
Description	TBRA AGREEMENT/HUD#2309		
Status	Pending Approval		
Check Run			
Invoice date *	04/13/2023		
Received date *	04/26/2023		
Due date *	04/26/2023		
Department			
Work order			
Work order task			
Allocation			
Requisition			
Liq method			

ACCOUNTS

Line	PA Type	Project Account	Org	Object	Proj	PO	Inv amount
1	E	HOME16 -CHDO-HOME -	2604514	52015		22201248	3,582.

Total Amount: 3,582.30 Payment Amount: 3,582.30

Last Change

Joimata Taito RELEASED this invoice on 04/26/2023 at 10:03:24

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Cancel

Batch Information

Batch *

3067

Effective date *

04/26/2023



Year/Period *

2023

10

APR

Fund *

260



CDBG

Cash account *

260



10595



Cash - Liberty 604

Check Run

Due date

04/26/2023



Invoice count

0

Amount total

.00

Vendor hash

0

Released?

None Released





Hud # 2307

HOUSING AUTHORITY of LAWTON, OKLAHOMA

April 13, 2023

City of Lawton
Housing and Community Development
1405 SW 11th Street
Lawton, Oklahoma 73501

Subject: Request for Payment – CDBG Project No. 2021-2021, Tenant Based Rental Assistance Program

Dear Mr. Brooks:

This claim for the Tenant Based Rental Assistance Program for the month of September 2022 for \$3263.96 is forwarded herewith.

I have reviewed the attached claim documents and hereby certify that the claim is correct and a true representation of the income and expenses during the period to the best of my knowledge and belief.

If you have questions or need additional information, please call.

Sincerely,

Rita C. Love, Executive

Attached: Claim Summary
 Claim Processing Sheet
 Financial Statement
 Affidavit for Payment

AFFIDAVIT FOR PAYMENT
CITY OF LAWTON, STATE OF OKLAHOMA

STATE OF OKLAHOMA)
) SS.
COMANCHE COUNTY)

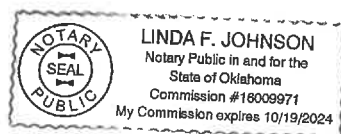
The undersigned contractor, of lawful age, being first duly sworn, on oath says that this invoice or claim is true and correct. Affiant further states that the (work, services or materials) as shown by this invoice or claim have been (completed or supplied) in accordance with the plans, specifications, orders or requests furnished the affiant. Affiant further states that (s) he has made no payment directly or indirectly to any elected official, officer or employee of the State of Oklahoma, any county or local subdivision of the state of money or any other thing of value to obtain payment.

Lawton Support Services

BY: *Rita C. Love*
Rita C. Love, Executive Director

Subscribed and sworn to before me this 14 day of April, 2023

(SEAL)



Linda F. Johnson
Notary

My Commission Expires: 10/19/2024
My Commission Number: 16009971

Lawton Support Services

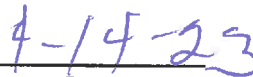
CLAIM SUMMARY

CDBG Project No. 2021-2021, Tenant Based Rental Assistance claim for the month of September 2022.

Administration	\$113.96
Operations	\$3,150.00
Subtotal of Administration & Operations	\$3,263.96
Other	
Total Amount of Claim	\$3,263.96



Rita C. Love, Executive Director



Date

Lawton Support Services

CLAIM PROCESSING SHEET

FOR THE PERIOD OF September 1, 2022 thru September 30, 2022

1 Funds Available by Original Contract	\$200,000.00
2 Additions to Contract	\$200,000.00
3 Reductions from Contract	\$0.00
4 Total Contract Amount	\$400,000.00
5 Amount Claimed from City to Date	\$191,046.47
6 Unexpended Balance	\$208,953.53
7 Amount of Current Claim	\$3,263.96
8 Remaining Unexpended Balance	\$205,689.57

KD
4-17-23



Rita C. Love, Executive Director



Date

MG
4/17/23

Lawton Support Services

MONTHLY FINANCIAL REPORT

CDBG Project No. 2021-2021, Tenant Based Rental Assistance claim for the month of September 2022.

	Current Expense	Total Expended*	Budget Amount	Balance
A Salaries/Wages	\$0.00	\$0.00	\$0.00	\$0.00
B Benefits	\$0.00	\$0.00	\$0.00	\$0.00
C Consultants/Contracts	\$0.00	\$0.00	\$0.00	\$0.00
D Supplies	\$0.00	\$0.00	\$0.00	\$0.00
E Printing	\$0.00	\$0.00	\$0.00	\$0.00
F Communications	\$0.00	\$0.00	\$0.00	\$0.00
G Travel	\$0.00	\$0.00	\$0.00	\$0.00
H Utilities	\$0.00	\$0.00	\$0.00	\$0.00
I Rent	\$0.00	\$0.00	\$0.00	\$0.00
J Insurance	\$0.00	\$0.00	\$0.00	\$0.00
K Repairs/Maintenance	\$0.00	\$0.00	\$0.00	\$0.00
L Rental Assistance	\$3,150.00	\$187,222.00	\$386,000.00	\$198,778.00
M Admin Fee	\$113.96	\$7,088.43	\$14,000.00	\$6,911.57
Total	\$3,263.96	\$194,310.43	\$400,000.00	\$205,689.57


 Rita C. Love, Executive Director


 Date

* Includes Current Expenses

[illegible]

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Invoice

Year	2022		
PO	22201248	Receiving	Open amount 16,753.21
Contract			
Vendor *	3064	HOUSING AUTHORITY-LAWTON	
Address	0		
Terms			
Invoice *	9/22		
Gross *	3,263.96	Description	TBRA AGREEMENT/HUD#2309
		Status	Pending Approval
Discount date		Check Run	
Discount %	.000	Invoice date *	04/13/2023
Net amount	3,263.96	Received date *	04/26/2023
Payment method	Normal	Due date *	04/26/2023
Check/Wire			

ACCOUNTS

Line	PA Type	Project Account	Org	Object	Proj	PO	Inv amount
1	E	HOME16 -CHDO-HOME -	2604514	52015		22201248	3,263.

Total Amount: 3,263.96 Payment Amount: 3,263.96

Last Change

Isimata Taito RELEASED this invoice on 04/26/2023 at 09:53:34

Workflow

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1

Batch Information

Batch *

3066

Effective date *

04/26/2023

Year/Period *

2023

10

APR

Fund *

260

...

CDBG

Cash account *

260

...

10595

...

Cash - Liberty 604

Check Run

Due date

04/26/2023



Invoice count

0

Amount total

.00

Vendor hash

0

Released?

None Released

VENDOR NUMBER	VENDOR NAME	CHECK NUMBER	CHECK DATE	CHECK AMOUNT
3064	HOUSING AUTHORITY-LAWTON	741	04/28/2023	\$42,777.

INVOICE DATE	INVOICE NUMBER	DESCRIPTION	INVOICE AMOUNT
04/13/2023	Partial 12/22	Hud# 2309 TBRA agreement PO #: 22302104 - Community Services	\$1,608.
04/13/2023	9/22	TBRA AGREEMENT/HUD#2309 PO #: 22201248 - Community Services	\$3,263.
04/13/2023	DEC 22	TBRA AGREEMENT/HUD#2309 PO #: 22201248 - Community Services	\$3,443.
04/13/2023	10/22	TBRA AGREEMENT/HUD#2309 PO #: 22201248 - Community Services	\$3,582.
04/13/2023	11/22	TBRA AGREEMENT/HUD#2309 PO #: 22201248 - Community Services	\$4,675.
04/13/2023	12/22	TBRA AGREEMENT/HUD#2309 PO #: 22201248 - Community Services	\$5,051.
04/13/2023	2/23	Hud# 2309 TBRA agreement PO #: 22302104 - Community Services	\$9,242.
04/17/2023	3/23	Hud# 2309 TBRA agreement PO #: 22302104 - Community Services	\$11,909.

Sen. Jacobson
5/4/23



City of Lawton
212 SW 9th Street
Lawton, OK 73501-3914

LIBERTY NATIONAL BANK
829 S.W. C AVENUE
LAWTON, OKLAHOMA 73501

Vendor Number
3064

Check Number
741

Check Date
04/28/2023

VOID 1 YEAR FROM DATE OF ISSUE

*** Forty-Two Thousand Seven Hundred And Seventy-Seven Dollars And Forty-Three Cents ***

\$42,777.43

Pay To
The
Order Of
3064
HOUSING AUTHORITY-LAWTON
609 SW "F" AVENUE
LAWTON, OK 73501

Stanley Booker
Mayor - Stanley Booker

Robert Burns

From: Anna Richman <anna@lawtonhousing.org>
Sent: Tuesday, October 28, 2025 11:25 AM
To: Robert Burns
Cc: Jervis Jackson
Subject: {**EXTERNAL**}--Lawton Housing Contracts

WARNING: This email is from outside of the City of Lawton network.
****DO NOT CLICK**** on links or open attachments unless you know the content is safe.

Robert,
The \$86,000 owed is from January 2024 to June 2024. The last signed contract ended in 2022. Gary Brooks added money to the contract each year. The gap from January 2024 to June 2024 is the \$86,000 owed when he went from calendar year to fiscal year. All documents were sent to Mr. Brooks. Kristy should have copies of all necessary paperwork and claims. Jervis said you can contact him at (580)595-0636 to discuss this further.
Thank you.

***Anna Richman, Executive Director
Lawton Housing Authority
609 Southwest F Avenue
Lawton, Ok 73501
Phone: (580) 353-7392***

Item Title:

Hold a public hearing for the purpose of giving any interested persons the opportunity to be heard in support of or opposition to the proposed Third Amended Lawton Downtown Economic Development Project Plan, pursuant to the Local Development Act, 62 O.S. §850, et seq., and consider approval of an ordinance pertaining to the Lawton Tax Increment Financing Regulation amending Article 10-15, Chapter 10, Lawton City Code, 2015, approving the Third Amended Lawton Downtown Economic Development Project Plan; reducing the area within the boundaries of Increment District No. 2, City of Lawton; identifying and establishing the boundaries of two increment districts; deferring the naming and the date of creation for the two increment districts; designating and adopting project area boundaries; adopting certain findings; authorizing the use of ad valorem, sales, use, and occupancy tax increment revenues apportioned from increment districts for the payment or financing of eligible project costs; ratifying and confirming the actions, recommendations, and findings of the Review Committee and the City Planning Commission; providing for severability; providing for codification; and by separate motion and vote, declaring an emergency.

Initiator: Stan Booker, Mayor

Information Source: Richard Rogalski, Executive Director of LEDA

Background:

The Oklahoma Local Development Act was enacted by the Oklahoma Legislature to empower cities, towns, and counties to help finance the public costs of economic development in areas which would otherwise be difficult or impossible, due to economic stagnation and decline.

Downtown Lawton is an area that historically has struggled with such conditions. On May 9, 2006, the City Council of the City of Lawton adopted Ordinance No. 2006-15, approving the Lawton Downtown Economic Development Project Plan, a project plan as defined under the Local Development Act, and creating Increment District No. 1, City of Lawton. The project plan was subsequently amended on June 8, 2010, with City Council's adoption of Ordinance No. 10-22, reducing the boundaries of Increment District No. 1 and creating Increment District No. 2, City of Lawton, effective July 1, 2010. Thereafter, City Council approved a minor amendment to the project plan with the adoption of Ordinance No. 12-27 on August 21, 2012.

Since that time, significant investment and improvements have occurred - including the Hilton Garden Inn, the Lawton Town Center, and the FIST A Innovation Park - yet downtown Lawton continues to experience economic stagnation and underutilized property.

On October 14, 2025, City Council adopted Resolution No. 25-256 directing the preparation of the proposed Third Amended Lawton Downtown Economic Development Project Plan pursuant to the Oklahoma Local Development Act. The primary goal of the amended plan is to reverse economic decline, stimulate new investment and employment, and strengthen the City's tax base.

On October 24, 2025, the Review Committee - comprised of representatives of the City, Planning Commission, the affected taxing jurisdictions, and three members of the public at large (including one retailer representative) - unanimously recommended approval of the proposed Third Amended Lawton Downtown Economic Development Project Plan.

On November 6, 2025, the City Planning Commission adopted a resolution determining that the proposed Third Amended Lawton Downtown Economic Development Project Plan conforms

with the City's Comprehensive Land Use (Master) Plan and recommending approval by the City Council.

On November 11, 2025, City Council held the first public hearing for the purpose of providing information and answering questions about the proposed Third Amended Lawton Downtown Economic Development Project Plan, as required by the Local Development Act. Following the second public hearing, City Council may consider adoption of the Ordinance to approve and adopt the Third Amended Lawton Downtown Economic Development Project Plan.

Correlation to the True North Statement:

Transparency and Trust

Exhibit:

Proposed Third Amended Lawton Downtown Economic Development Project Plan; Review Committee Findings and Recommendations; Proposed Ordinance 25-

Key Issues:

None

Funding Source:

N/A

Recommended Action:

Hold a public hearing for the purpose of giving any interested persons the opportunity to be heard in support of or opposition to the proposed Third Amended Lawton Downtown Economic Development Project Plan pursuant to the Oklahoma Local Development Act. Approve the Ordinance, waive the reading of the Ordinance, and read the title only; and by separate motion and vote, declare an emergency.

ATTACHMENTS:

1. Third Amended Project Plan-Final w Exhibits
2. Review Committee Findings and Rec - Approved & Executed
3. Ordinance Adpting Third Amended DT Project Plan11.25.2025

THIRD AMENDED LAWTON DOWNTOWN ECONOMIC DEVELOPMENT PROJECT PLAN



PREPARED BY:

THE CITY OF LAWTON

Stanley Booker, Mayor
Lane Hooten– Ward 1
Taron Epps – Ward 2
Linda Chapman – Ward 3
George Gill – Ward 4
Allan Hampton – Ward 5
Robert Weger – Ward 6
Sherene L. Williams – Ward 7
Randy Warren – Ward 8

John Ratliff, City Manager

With the Assistance and Support of



**CENTER FOR ECONOMIC
DEVELOPMENT LAW**

301 North Harvey, Suite 200
Oklahoma City, Oklahoma 73102
(405) 232-4606
www.econlaw.com

Recommended for Approval by Review Committee on October 24, 2025
Recommended for Approval by City Planning Commission on November 6, 2025

THIRD AMENDED LAWTON DOWNTOWN ECONOMIC DEVELOPMENT PROJECT PLAN

I. DESCRIPTION OF PROJECT

A. INTRODUCTION AND BACKGROUND.

On May 9, 2006, the City Council of Lawton (“City Council”) adopted Ordinance No. 2006-15, approving the Lawton Downtown Economic Development Project Plan, a project plan as defined under the Local Development Act, 62 O.S. §850, et seq., and creating Increment District No. 1, City of Lawton. On June 10, 2010, City Council adopted Ordinance No. 10-22 approving the Amended Lawton Downtown Economic Development Project Plan and creating Increment District No. 2, City of Lawton. On August 21, 2012, City Council adopted Ordinance No. 12-27 approving a minor amendment to the Amended Downtown Economic Development Project Plan to amend the period of apportionment of occupancy tax increments to be concurrent with the apportionment of other tax increments and correct a typographical error, collectively the Project Plan as amended is referred to herein as the “Original Project Plan.”

This Third Amended Lawton Downtown Economic Development Project Plan (“Third Amended Project Plan” or “Project Plan”) amends the Original Project Plan. The purpose of this Third Amended Project Plan is to modify the boundaries of Increment District No. 2, City of Lawton, to remove two undeveloped lots and establish two new increment districts and to expand the Project Area by the addition of the Elmer Thomas Park, in order to stimulate new development.

The City has previously adopted a STEM Strategic Plan to support programs and initiatives focused on job skills training, internships and STEM education, through partnerships with local, state, and federal partners, including public schools within the City of Lawton municipal limits providing K-12 education, Great Plains Technology Center, Cameron University, the Fires Innovation Science and Technology Accelerator Development Trust Authority, a public trust (“FISTA”), and others as may be determined appropriate and necessary by the City from time to time (herein, the “STEM Strategic Plan”). This Third Amended Project Plan reaffirms the City’s commitment to establishing Lawton as a thriving hub for STEM education, innovation, and economic growth, enhancing educational and training opportunities for both adults and children.

B. THE PROJECT.

The project is an economic development project which contemplates the revitalization of downtown Lawton in order to make possible additional development, attract new businesses, create new employment, and stimulate further private investment (the “Project”). The enhancement of the downtown area (“Project Area”) under an economic development plan will allow for revitalization and stimulation of increased future development.

The City of Lawton (“City”) has been impacted by the continuing decline in its downtown and near downtown commercial and residential areas and the cumulative impacts of military growth resulting from the mandates of the Base Realignment and Closure Commission (“BRAC”). The combination of these conditions dictates the need for a thoughtful and effective response for revitalization and enhancement of the downtown area.

The City and the Lawton Urban Renewal Authority (“LURA”) have been involved in creating the vision for the Project. The goals and guiding principles for downtown Lawton were originally laid out in the City of Lawton Downtown Revitalization Plan, prepared at the request of LURA by Tetra Tech FHC, Wilbur Smith Associates, and Howard Fairbairn Site Design Inc. (“Revitalization Plan”). That strategic plan, whose stated purpose is to “restore and expand the commercial and residential viability in Downtown Lawton,” identifies the need for enhancement strategies and revitalization actions. Improvements to the overall appearance and function of the Project Area are needed in order to make downtown a vibrant and economically viable area. By filling in the currently vacant lots and rehabilitating vacant structures, a safer and aesthetically connected area can be developed.

The Original Project Plan has been a substantial step in implementing the recommendations and responding to the findings contained in the Fort Sill Regional Growth Management Plan. In particular, the Project Plan provides for substantial actions to counter the decline and vulnerability of downtown districts which particularly occurs in primary impact area communities, such as Lawton. The major commercial redevelopment components have added significantly to quality of life, implemented key land use recommendations, and have enhanced the likelihood of infill commercial and residential revitalization in the area.

The vision of the Revitalization Plan for Downtown Lawton is that it be “a unique, economically viable, pedestrian friendly environment that promotes a healthy ‘live/work’ lifestyle where residents and visitors can enjoy a variety of experiences, in a safe, comfortable, and attractive atmosphere.” This Project Plan is an enhancement strategy for a significant financial component necessary to implement the vision of the Revitalization Plan.

The approval of a project plan containing specific public improvement objectives and the establishment of an increment district to assist in funding those objectives is intended to induce private investment in an area. This Third Amended Project Plan provides the public financing authorizations needed to create a continuing economic stimulus for revitalization and new private development in the Project Area. With the assistance of tax increment financing and this Third Amended Project Plan, the necessary financing is available to assist in the revitalization of downtown Lawton.

The Project will include the development of new infrastructure for utilities and drainage, renovation and restoration of existing buildings in downtown Lawton, especially along 2nd Street and C Avenue as key corridors into the area. These public improvements and investments will stimulate corresponding private investment in the area. By creating an intensity of development in the heart of Lawton, the entire community will benefit.

As outlined in the Original Project Plan, the commercial mixed-use development at 2nd Street and Gore in downtown Lawton, together with needed public infrastructure, is a priority pursuant to the D-6 Urban Renewal Plan. This mixed-use shopping center has been implemented under development agreements as authorized by the Original Project Plan. The center has been largely successful, however, the COVID-19 pandemic presented challenges for the viability of retailers and for the continued expansion of the shopping center located within the existing boundaries of Increment District No. 2, City of Lawton. The approval of new tax increment districts will stimulate additional growth surrounding the shopping center and to downtown Lawton.

The Project will help implement the STEM Strategic Plan to support job skills training, internships, and STEM Education, and also supports the continued conversion of portions of the Central Mall that had been vacated by the big box retailers, to the Fires Innovation Science and Technology Accelerator (FISTA) creating a space for innovation and collaboration between top defense contractors and supporting sub-contractors, high tech companies, academic institutions and innovators. The FISTA also includes an advanced STEM lab for these innovators and scientists to share knowledge and vision with local students, creating current and future job opportunities for bright and talented individuals in our community and the surrounding area.

The Project will be financed from a combination of public and private sources, including apportionment of ad valorem and sales tax increments from the increment districts established in connection with the Project.

II. BOUNDARIES OF PROJECT AREA AND INCREMENT DISTRICTS

The Project Area is the area in which Project activities will take place. The Increment Districts shall be designated Increment District No. 1, City of Lawton, Increment District No. 2, City of Lawton, and two (2) additional increment districts temporarily

designated as Increment District No. “A” and Increment District No. “B,” (collectively, the “Increment Districts”). The Project Area and Increment District boundaries are depicted on Exhibit A. Legal descriptions of the Project Area and the Increment Districts are contained in Exhibit B.

III. ELIGIBILITY OF PROJECT AND PROJECT AREA

The Project Area and Increment Districts are in an enterprise area, as defined in the Oklahoma Local Development Act, 62 O.S. § 850, *et seq.*, because they are located within a state-designated Enterprise Zone, which was approved and made effective pursuant to rules promulgated by the Oklahoma Department of Commerce.

The Project Area and Increment Districts are in a reinvestment area, as defined in the Oklahoma Local Development Act, 62 O.S. § 850, *et seq.*, because it is an area requiring public improvements to reverse economic stagnation or decline, to serve as a catalyst for retaining or expanding employment, to attract major investment in the area or to preserve or enhance the tax base.

The City is a military growth impact community which is experiencing primary impacts from the BRAC mandate. The mixed-use center initially developed in Increment District No. 2, to include new development in Increment Districts “A” and “B,” is a military growth impact project which supports and responds to the needs and quality of life issues resulting from the military growth impacts.

IV. OBJECTIVES

The principal objectives of the Project and the Increment Districts are:

- A. To make possible revitalization and beautification efforts in downtown Lawton, including improvements to streetscapes.
- B. To create a cohesive and connected area, including business, retail, and restaurants, that attracts daytime and evening foot traffic.
- C. To stimulate private commitments to invest and reinvest in the Project Area.
- D. To reverse economic stagnation and decline, to serve as a catalyst for retaining or expanding employment, and to attract major investment in the area.
- E. To preserve and enhance the tax base and make possible investment, development, and economic growth that would otherwise be difficult without the Project and the apportionment of incremental tax revenues.

- F. To implement recommendations of the Fort Sill Regional Growth Management Plan especially with respect to land use, planning, and quality of life issues.
- G. To advance STEM education, increase high school graduation rates, promote post-secondary STEM training, grow the STEM workforce, and drive economic development in the City of Lawton and the broader Southwest Oklahoma region.

V. STATEMENT OF PRINCIPAL ACTIONS

Implementation actions for the Project, including all necessary, appropriate and supportive steps, will consist of the following:

- A. Construction and repair of public improvements, streets, streetscapes, and infrastructure for utilities in order to increase the density of development.
- B. Landscape and streetscape improvements, including lighting, signage, and sidewalks, in downtown Lawton, especially along 2nd Street and C Avenue, in order to create a safe and connected development.
- C. Site assembly, land acquisition, and environmental remediation for infill construction and renovation of vacant structures to create a cohesive and vibrant downtown.
- D. Improvements and/or resources to one or more public schools in the Project Area.
- E. Assistance in development financing for housing.
- F. Assistance in development financing for redevelopment, business location, relocation, or expansion and job creation.

VI. ESTABLISHMENT OF INCREMENT DISTRICTS

A. Increment District No. 1, City of Lawton, an ad valorem tax increment district, was previously created pursuant to Ordinance 2006-15 adopted by City Council on May 6, 2005, the boundaries of which were thereafter reduced effective July 1, 2010, with the City Council's adoption of Ordinance No. 10-22. Increment District No. 2, City of Lawton, an ad valorem, sales and use tax, and occupancy tax increment, was created effective July 1, 2010, pursuant to Ordinance No. 10-22.

B. The ad valorem increment is the ad valorem revenue in excess of the revenue generated by the base assessed value of the increment district (*i.e.*, the new revenue attributable to increases in the value of the increment district). Pursuant to the Amended Project Plan approved on June 10, 2010, the size of Increment District No. 1 was reduced by the deletion of the area for Increment District No. 2; accordingly, the base assessed value within Increment District No. 1 was thereby reduced. Notwithstanding such reduction (and to render unnecessary a determination of the amount of such reduction), the increment of ad valorem taxes from Increment District No. 1 generated by values in excess of the base assessed value up to an equalized assessed value of \$23,043,212 shall be allocated to the affected taxing jurisdictions in proportion to their respective annual levies. 62 O.S. §853 (9) and (14)(i); §854(4). The increment of ad valorem taxes from Increment District No. 1 in excess of the ad valorem taxes generated by an equalized assessed value of \$23,043,212 for the increment district may be used to pay Project Costs authorized by Section VIII of this Third Amended Project Plan for a period not to exceed twenty-five (25) years, as provided by law, or the period required for the payment of the Project Costs authorized by Section VIII of this Third Amended Project Plan, whichever is less. During the period of apportionment, the ad valorem apportionment fund (1) shall be available to pay or finance Project Costs under Section VIII of this Third Amended Project Plan, (2) shall constitute funds of the Lawton Economic Development Authority, a public trust, and (3) shall not constitute a part of the general fund of the City of Lawton subject to annual appropriation.

C. The sales tax increment from Increment District No. 2 is the sales tax and the use tax attributable to investment and development in Increment District No. 2 in excess of such tax revenue for the fiscal year ended June 30, 2010. The increment of the sales and use taxes generated by Increment District No. 2, City of Lawton, as determined herein, and as may be supplemented by resolution of the City Council in accordance with the Local Development Act, may be used to pay Project Costs authorized by Section VIII of this Third Amended Project Plan, for the lesser of: (A) a period not to exceed twenty-five (25) years from the effective date of Increment District No. 2, City of Lawton, as provided by law, or (B) the period required for payment of the Project Costs. During the period of apportionment, the sales and use tax apportionment fund (1) shall be available to pay or finance Project Costs under Section VIII of this Third Amended Project Plan, (2) shall constitute funds of the Lawton Economic Development Authority, a public trust, and (3) shall not constitute a part of the general fund of the City of Lawton subject to annual appropriation.

D. The increment of ad valorem taxes generated from Increment District No. 2 in excess of the revenues generated by the base assessed value of the increment district may be used to pay Project Costs authorized by Section VIII of this Third Amended Project Plan for a period not to exceed twenty-five (25) years from the effective date of Increment District No. 2, as provided by law, or the period required for payment of the Project Costs authorized by Section VIII of this Third Amended Project Plan, whichever is less. During

the period of apportionment, the ad valorem apportionment fund (1) shall be available to pay or finance Project Costs under Section VIII of this Third Amended Project Plan, (2) shall constitute funds of the Lawton Economic Development Authority, a public trust, and (3) shall not constitute a part of the general fund of the City of Lawton subject to annual appropriation.

E. The occupancy tax increment from Increment District No. 2 is the City's annual occupancy tax attributable to investment and development in Increment District No. 2 in excess of such occupancy tax revenue for the fiscal year ended June 30, 2010. The increment of the occupancy taxes generated by Increment District No. 2, determined as provided herein and as may be supplemented by resolution of the City Council in accordance with the Local Development Act, may be used to pay Project Costs authorized by Section VIII of this Third Amended Project Plan for the lesser of: (A) a period not to exceed twenty-five (25) years from the effective date of Increment District No. 2, as provided by law; or (B) the period required for payment of the Project Costs authorized by Section VIII of this Third Amended Project Plan. During the period of apportionment, the occupancy tax apportionment fund (1) shall be available to pay or finance Project Costs under Section VIII of this Third Amended Project Plan, (2) shall constitute funds of the Lawton Economic Development Authority, a public trust, and (3) shall not constitute a part of the general fund of the City of Lawton subject to annual appropriation.

F. Increment Districts temporarily designated as Increment District No. "A" and "B", both of which are ad valorem and sales tax increment districts, are hereby approved with the adoption of this Third Amended Project Plan and shall each have an effective creation date on the dates established by an ordinance adopted by the City Council within ten (10) years following the date of approval of this Third Amended Project Plan. Once the effective creation date of each of Increment Districts No. "A" and "B" is determined, that Increment District shall be numerically designated as "Increment District Number ___, City of Lawton," as appropriate, by assigning the next consecutive number for increment districts of the City of Lawton in accordance with 62 O.S. § 856(3). Each Increment District shall be implemented in the sequence that development commitments are obtained and shall be sequentially numbered accordingly.

G. The boundaries of Increment District No. 2 will be reduced by the deletion of the area within Increment Districts No. "A" and "B", and the base assessed value of Increment District No. 2 will be decreased by the valuation assigned to each site at the time the base assessed value was determined by the Comanche County Assessor, as certified on October 26, 2010.

H. The increment of ad valorem taxes generated from each of Increment Districts No. A. and B, in excess of the base assessed value of each such increment district may be apportioned from time to time to pay or finance Project Costs authorized by Section VIII of this Third Amended Project Plan for a period not to exceed twenty-five (25) fiscal

years, as provided by law, or the period required for the payment of such Project Costs, whichever is less.

I. The increment of sales and use taxes generated by investment and development in Increment Districts No. “A” and “B”, as determined by a formula to be approved by resolution of the City Council in accordance with the Local Development Act, may be used to pay or finance Project Costs authorized pursuant to Section VIII of this Third Amended Project Plan, for a period not to exceed twenty-five (25) fiscal years from the respective effective dates of each of Increment Districts No. “A” and “B”, as provided by law, or the period required for payment of the Project Costs authorized pursuant to Section VIII of this Third Amended Project Plan, whichever is less.

J. During the period of apportionment, the apportionment fund shall constitute special funds of the Lawton Economic Development Authority, a public trust, and shall not be subject to annual appropriation as a part of the general fund of the City of Lawton.

K. In the event of any litigation challenging directly or indirectly the validity of this Third Amended Project Plan, any Increment District authorized hereunder, or challenging directly or indirectly any apportionment or disbursement, the time period for any such Increment District or any apportionment or disbursement shall be tolled for a period of time equal to the pendency of any such litigation as permitted under 62 O.S. § 861(A).

L. The Lawton Economic Development Authority, a public trust, or another entity subsequently designated by the City of Lawton, is authorized, subject to approval by the City, to issue tax apportionment bonds or notes, or both, and to incur Project Costs pursuant to Section VIII of this Third Amended Project Plan, and, in addition, to incur costs of issuance of such bonds or notes and to accumulate appropriate reserves, if any, in connection therewith.

VII. PROJECT AND INCREMENT DISTRICT AUTHORIZATIONS

A. The City of Lawton is designated and authorized as the principal public entity to carry out and administer the provisions of this Third Amended Project Plan and to exercise all powers necessary or appropriate thereto as provided in the Local Development Act, 62 O.S. § 854.

B. The Lawton Economic Development Authority, a public trust, or another public entity designated by the City pursuant to Section VI, is authorized and designated to carry out those provisions of the Project related to issuance of bonds or notes as provided in 62 O.S. §§ 854(B) and 863 of the Local Development Act, subject to approval of the governing body of the City of any specific notes or bonds. Such public entity of the City of Lawton is authorized to assist in carrying out this Third Amended Project Plan and to

exercise all powers necessary or appropriate thereto pursuant Sections 854, Title 62 of the Oklahoma Statutes, except for approval of this Third Amended Project Plan and those powers enumerated in paragraphs 1, 4, 7, 13 and 16 of Section 854, Title 62. As a public entity designated by the City of Lawton, the Lawton Economic Development Authority, a public trust, or another public entity designated by the City is authorized to: (1) issue tax apportionment bonds or notes, or both; (2) incur Project Costs, pursuant to Section VIII of this Third Amended Project Plan; (3) provide funds to or reimburse the City of Lawton and the Lawton Urban Renewal Authority for the payment of Project Costs and other costs incurred in support of the implementation of the Project; and (4) incur the cost of issuance of bonds for payment of such costs and to accumulate appropriate reserves, if any, in connection with them. Project Costs shall mean (a) the public costs authorized to be paid by apportioned tax increments pursuant to Section VIII of this Third Amended Project Plan, and (b) costs necessary or appropriate to implement this Third Amended Project Plan other than costs authorized by Section VIII, which may be authorized without amendment to this Third Amended Project Plan.

C. The City Manager, John Ratliff, his successor in office, or his designee, shall be the person in charge of implementation of the Project Plan in accordance with the provisions, authorizations, and respective delegations of responsibilities contained in this Third Amended Project Plan. The City Manager, his successor in office, or his designee is authorized to empower one or more designees to exercise responsibilities in connection with Project implementation.

D. Within the boundaries of urban renewal project areas approved by the City of Lawton, the Lawton Urban Renewal Authority is authorized as a public entity to carry out and administer the provisions of this Third Amended Project Plan with respect to private development and redevelopment in accordance with this Third Amended Project Plan and urban renewal plans approved by the City of Lawton, as authorized by the Oklahoma Urban Redevelopment Law, Section 38-101, *et seq.*, Title 11 of the Oklahoma Statutes. As a public entity designated by the City of Lawton, the Lawton Urban Renewal Authority is authorized to: (1) incur Project Costs pursuant to Section VIII of this Third Amended Project Plan, (2) be reimbursed for such costs, and (3) assist in carrying out this Third Amended Project Plan and exercise all powers necessary or appropriate thereto pursuant Sections 854, Title 62 of the Oklahoma Statutes, except for approval of this Third Amended Project Plan and those powers enumerated in paragraphs 1, 4, 7, 13 and 16 of Section 854, Title 62.

VIII. BUDGET OF ESTIMATED PROJECT COSTS TO BE FINANCED BY TAX INCREMENTS APPORTIONED FROM THE INCREMENT DISTRICTS

The estimated Budget of Project Costs on page 11 of this Third Amended Project Plan represents the maximum costs to be financed by increment revenues expected from development in the Increment Districts and is reflected in seven (7) basic categories of

Project Costs. Additional eligible Project Costs may be financed by a combination of sources, in part by the apportionment of ad valorem and sales and use tax increments from the Increment Districts, other public funds, and by state local government matching payments pursuant to the Oklahoma Local Development and Enterprise Zone Incentive Act, 62 O.S. § 840, *et seq.* The budget allocations for each category represent the anticipated uses of increment revenues, but may be combined or reallocated among categories and Increment Districts as deemed necessary for the Project.

A. Public Improvements. An allocation, in the amounts set forth in the budget below, may be utilized for public improvements, including water, sanitary sewer, storm drainage, roadway, sidewalks, streetscapes, walkways, lighting, landscaping, signage, and other infrastructure and utilities as may be necessary or desirable to serve the Project or attract new business development.

B. Redevelopment, including Land Acquisition and Remediation, and Assistance in Development Financing (Project Support for Redevelopment). An allocation, in the amounts set forth in the budget below, may be utilized, as assistance in public financing, as may be necessary to attract and support new business, relocation and/or expansion of existing business, and job creation. Such project support will be provided pursuant to executed economic development agreements to ensure delivery of each development.

C. School Improvements. An allocation, in the amounts set forth in the budget below, as such funding becomes available, may be utilized for capital improvements and related facilities for the public schools located in the Project Area, which may include construction, renovation, expansion, or modernization of school buildings; acquisition of furnishings, fixtures, equipment, and technology; site and safety improvements; and related infrastructure and utility work necessary to support educational services.

D. Other Public Facilities. An allocation, in the amounts set forth in the budget below, may be utilized for other public facilities and improvements, including, without limitation, parks and public space facilities and amenities.

E. Project Implementation and Administrative Costs. An allocation, in the amounts set forth in the budget below, may be utilized for project implementation and administrative costs, including planning, legal, consulting, and engineering costs incurred or to be incurred by the City and/or LEDA. Such costs include, but are not limited to, payment and/or reimbursement of costs in connection with the preparation and approval of the Project, the Project Plan, implementing agreements, economic development agreements, other definitive agreements, professional fees, and financing costs and fees (to the extent financing is authorized by the City Council).

F. STEM Strategic Plan. Ten percent (10%) of the total increment revenue generated from Increment Districts temporarily designated as Increment District No. “A” and “B”, both of which are ad valorem and sales tax increment districts, will be allocated for implementing the STEM Strategic Plan to support programs, and initiatives focused on STEM Education, jobs training, and internship programs. Such programs and initiatives may include partnership, implementation, and support agreements, as determined in the City’s discretion, with the public schools providing K-12 education, FISTA, Great Plains Technology Center, Cameron University, and other with local organizations, local schools, educational institutions, academic organizations, local industry partners, state and federal entities, nonprofits, public trusts, and other entities, organizations, and partners as may be determined appropriate and necessary by the City from time to time.

G. Miscellaneous and Contingencies. An allocation, in the amounts set forth in the budget below, may be utilized for contingencies, including incidental and unforeseen costs and expenses incurred in any Project Cost category.

Estimated Budget of Project Costs (in millions of dollars)								
Increment District No.	Project Cost Category							Total for Increment District
	A	B	C	D	E	F	G	
1	\$9.50	\$7.50	\$3.50	\$3.00	\$0.75	n/a	\$0.75	\$25.00
2	\$15.60	\$12.30	\$5.80	\$4.90	\$1.25	n/a	\$1.25	\$41.10
A	\$9.40	\$4.90	\$3.40	\$3.00	\$0.80	\$2.50	\$0.80	\$24.80
B	\$4.90	\$2.60	\$1.90	\$1.60	\$0.40	\$1.30	\$0.40	\$13.10
Total	\$39.40	\$27.30	\$14.60	\$12.50	\$3.20	\$3.80	\$3.20	\$104.00

Project Cost Categories

- A Public Improvements
- B Project Support for Redevelopment
- C School Improvements
- D Other Public Facilities
- E Project Implementation and Administration
- F STEM Strategic Plan
- G Miscellaneous and Contingencies

Plus any financing costs, costs of issuance, necessary or appropriate reserves, and interest on repayment of Project Costs, including, where authorized, interest on assistance in development financing.

For all Increment Districts, all Project Cost Categories other than Project Cost Category F (for STEM Strategic Plan) may be combined and allocated as deemed necessary for the Project. Furthermore, previously unpledged or uncommitted increment revenues from a Project Cost Category for any Increment District may be pledged to the repayment of financing or payment of Project Costs authorized from the same Project Cost Category for any other Increment District.

Additional Financial Authorizations.

Advances, guaranties, loans, and repayments between any Increment Districts approved by the City of Lawton are authorized under this Third Amended Project Plan, provided the aggregate budgets for the respective Increment Districts are not exceeded. Project Costs remaining upon the expiration of an Increment District may be paid from increments of any remaining Increment Districts.

Additional Project Costs.

Additional costs necessary or appropriate to implementing this Third Amended Project Plan which are to be financed by other than apportioned tax increments may be approved by the City at any time. The provisions of this Section VIII are not a limitation on Project related costs to be financed by sources other than apportioned tax increments.

IX. PROJECT PLAN FINANCING

A. Financing Authorizations.

The implementation of the Project Plan shall be financed in accordance with financial authorizations, including both fund and asset transfers, authorized from time to time by the City Council.

Some Project Costs, in anticipation of private investment, may be financed and funded by the City from apportioned tax increments or from sources other than apportioned tax increments, through the issuance of tax apportionment revenue notes, which may be repaid once increment is generated by the development within an Increment District. Private developers within the Project Area may be required to construct the necessary improvements for specific projects at their initial expense, and the financing of such private developments will be provided by private sources. Other Project Costs incurred in connection with the implementation of this Third Amended Project Plan will be financed on a pay-as-you-go basis.

B. Financing Revenue Sources.

The revenue sources expected to finance Project Costs authorized by Section VIII are the apportioned increments generated by the Increment Districts. Project Costs will be paid by the City and/or the Lawton Economic Development Authority, a public trust, as authorized from time to time by City Council.

C. Financial Reports and Audits.

The redevelopment activities undertaken by the City, pursuant to this Third Amended Project Plan, shall be accounted for and reported by the appropriate and necessary annual fiscal year audits and reports.

D. Community Development Block Grant Funds.

To the extent that community development funds or other funds of the City are required to finance the Project, they may be provided on an incremental basis.

E. Other Necessary and Supporting Costs.

The Lawton Economic Development Authority, a public trust, or another public entity designated by the City pursuant to Section VI, is authorized to issue bonds and notes and to apply for and obtain grants from other sources for costs incurred or to be incurred in connection with the Project and the construction of facilities therein in addition to Project Costs to be financed pursuant to Section VIII.

X. ESTIMATED PRIVATE AND PUBLIC INVESTMENTS STIMULATED BY THE PROJECT

A. Private and Public Investments Expected from the Project and Increment District No. 1.

The total estimated private investment ranges from \$150 Million to \$175 Million, in addition to an estimated \$50,000,000 in aggregate public investment. Private investment in the area is expected to consist of retail, hotel, and new business development. Public investment will include infrastructure improvements, landscape and streetscape improvements, infill construction, and renovation and revitalization of existing buildings and structures to create enhanced space for retail and mixed uses.

B. Public Revenue Estimated to Accrue from the Project and Increment District No. 1 and Increment District No. 2.

The estimated incremental increases in ad valorem and sales tax revenue, which will serve as the revenue source for financing the Project Costs authorized by Section VIII, is the public revenue directly attributable to the Project defined by establishment of the tax increment district. Both the City and the State will experience increases in sales tax revenues that are not a part of the increment. Ad valorem taxing entities will experience additional revenues from increasing values near and adjacent to the Project.

Incremental ad valorem tax revenues are estimated to range between \$84,000 annually in the near term and \$1,200,000 annually over the longer term. It is also estimated that incremental sales tax revenues will be between \$200,000 annually in the near term and \$2,900,000 annually over the longer term. The economic impact of the Project on public revenue outside of Increment Districts No. 1 and 2 is expected to be positive.

C. Private and Public Investments Expected and Public Revenue Estimated to Accrue from Increment District No. "A".

The total private investment is estimated to be between \$16 million and \$20 million, in addition to an estimated \$1 million in public investments. Private investment in the area is expected to consist of a full-service grocery store and fuel station development. Public investment may include infrastructure improvements, landscape and streetscape improvements, infill construction, and site remediation.

Incremental ad valorem tax revenues are estimated to range between \$190,000 annually in the near term and \$300,000 annually over the longer term. It is also estimated that incremental sales tax revenues will be between \$200,000 annually in the near term and \$400,000 annually over the longer term.

D. Private and Public Investments Expected and Public Revenue Estimated to Accrue from Increment District No. "B".

The total private investment is estimated to be between \$8 million and \$10 million. Private investment in the area is expected to consist of retail or mixed-use development. Public investment may include infrastructure improvements, landscape and streetscape improvements, infill construction, and site remediation.

Incremental ad valorem tax revenues are estimated to range between \$100,000 annually in the near term and \$160,000 annually over the longer term. It is also estimated that incremental sales tax revenues will be between \$100,000 annually in the near term and \$200,000 annually over the longer term.

E. Economic Impacts on Business Activities and Financial Impacts on Taxing Jurisdictions.

Implementation of the Project is expected to generate positive economic impacts within the Project Area and the community as a whole. These benefits will be reinforced through the strategic investment of eligible Project Costs designed to catalyze business activity, expand the local tax base, and advance the objectives of this Third Amended Project Plan. The Project is not expected to result in a measurable increase in demand for services by, or in costs to, the affected taxing jurisdictions. The Project is anticipated to yield favorable fiscal and economic outcomes for the affected taxing jurisdictions by promoting sustained commercial growth, supporting job creation, and encouraging complementary private investment. Collectively, these impacts are expected to enhance the vitality of the Project Area and contribute to long-term economic development consistent with the objectives set forth in Section IV of this Plan.

XI. LAND USE

No changes in the zoning of the City of Lawton are necessary to accommodate this Project. This Third Amended Project Plan complies with the objectives and priorities of the Comprehensive Plan of the City of Lawton, as amended.

Existing uses and conditions of real property in the Project Area are shown on the map attached as Exhibit C. The proposed improvements to and proposed uses of the real property in the Project Area are shown on Exhibit D.

Exhibit A

Project Area and Increment District Boundary Map

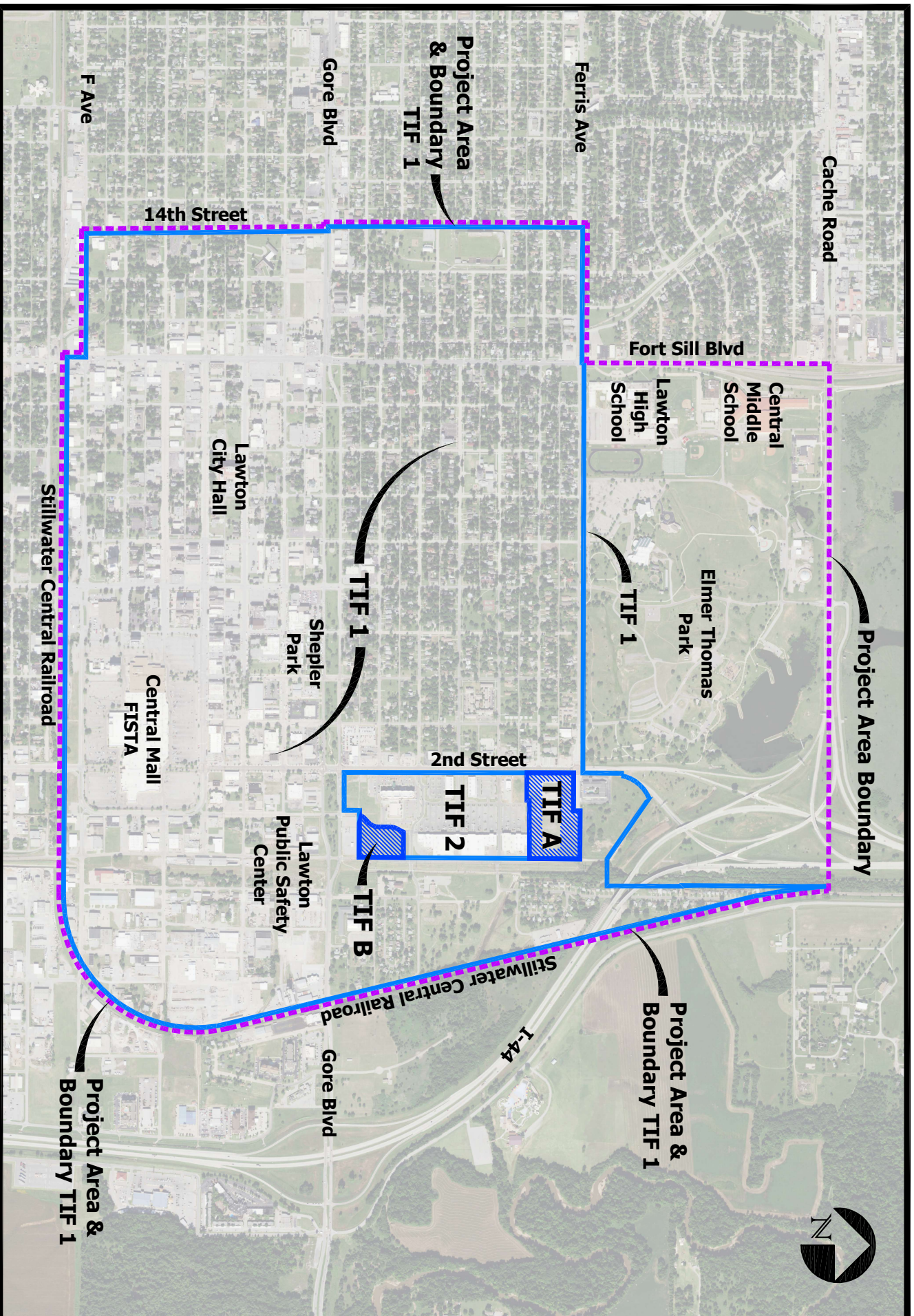


EXHIBIT B

Project Area Boundary Description

That portion of the City of Lawton lying within a line described as Beginning at a point where the extension of the north right-of-way line of NW Ferris Avenue intersects the west line of Section 30, T2N-R11W; thence westerly along the north right-of-way line of NW Ferris Avenue to its intersection with the west right-of-way line of NW 14th Street extended; thence southerly along the west right-of-way line of NW 14th Street to its intersection with the south right-of-way line of SW F Avenue; thence easterly along the south right-of-way line of SW F Avenue to its intersection with the west right-of-way line of SW 11th Street; thence southerly along the west right-of-way line of SW 11th Street to its intersection with the north right-of-way line of the Burlington-Northern Railroad; thence easterly and northerly along the north and west right-of-way line of the Burlington-Northern Railroad to its intersection with the east right-of-way line of the Oklahoma-Kansas-Texas Railroad; thence northerly along the east right-of-way line of the Oklahoma-Kansas-Texas Railroad to its intersection with the north line of Section 29, T2N-R11W; thence westerly along the north line of said Section 29 to the northwest corner of said section; thence westerly along the north line of Section 30, T2N-R11W, to the northwest corner of said Section 30; thence southerly along the west line of said Section 30 to the Point of Beginning.

Increment District No. 1 Boundary Description

That portion of the City of Lawton lying within a line described as beginning at a point where the East right-of-way line of Business Highway 281 intersects the North right-of-way line of NW Ferris Avenue; thence westerly along the North right-of-way line of NW Ferris Avenue to its intersection with the West right-of-way line of NW 14th Street extended; thence southerly along the West right-of-way line of NW 14th Street to its intersection with the South right-of-way line of SW F Avenue; thence easterly along the South right-of-way line of SW F Avenue to its intersection with the West right-of-way line of SW 11th Street; thence southerly along the West right-of-way line of SW 11th Street to its intersection with the North right-of-way line of the Burlington-Northern Railroad; thence easterly and northerly along the North and West right-of-way line of the Burlington-Northern Railroad to its intersection with the East right-of-way line of the Oklahoma-Kansas-Texas Railroad; thence southerly along the East right-of-way line of the Oklahoma-Kansas-Texas Railroad to its intersection with the South right-of-way line of Interstate 44; thence northwesterly along the Southwest right-of-way line of Interstate 44 to its intersection with the East right-of-way line of Business Highway 281; thence southwesterly along the East right-of-way line of Business Highway 281 to the point of beginning. EXCLUDING the following area: All of Blocks 1, 2, 21, 22, 23, 24, 43, 44, 45, 46, 65, and Lots 1-8 of Block 66 of North Addition to the Townsite of Lawton, in the South Half of Section 30, Township 2 North, Range 11 West, I.M., Comanche County,

Oklahoma, according to the recorded plat thereof, including all right, title and interest in and to vacated streets and alleys abutting thereon.

Increment District No. 2 Boundary Description

Lot Three (3), Block 1, Lawton Downtown Center, Part 1, to the City of Lawton, Comanche County, Oklahoma, according to the recorded plat thereof, an addition to the City of Lawton, Comanche County, Oklahoma, together with all of Lots One (1), Two (2), Four (4), Five (5), Six (6), and (7), all inclusive, Lawton Downtown Center, Part 2, to the City of Lawton, Comanche County, Oklahoma, according to the recorded plat thereof, an addition to the City of Lawton, Comanche County, Oklahoma, being a part of the Southeast Quarter of Section 30, T2N, R11, of the Indian Meridian, Comanche County, Oklahoma, including all right, title and interest in and to vacated streets and alleys abutting thereon.

Increment District No. "A" Boundary Description

Lot Eight (8), Block One (1), Lawton Downtown Center, Part 2, to the City of Lawton, Comanche County, Oklahoma, according to the recorded plat thereof, an addition to the City of Lawton, Comanche County, Oklahoma, being a part of the Southeast Quarter of Section 30, T2N, R11, of the Indian Meridian, Comanche County, Oklahoma.

Increment District No. "B" Boundary Description

Lot Three (3), Block One (1), Lawton Downtown Center, Part 2, to the City of Lawton, Comanche County, Oklahoma, according to the recorded plat thereof, an addition to the City of Lawton, Comanche County, Oklahoma, being a part of the Southeast Quarter of Section 30, T2N, R11, of the Indian Meridian, Comanche County, Oklahoma.

Exhibit C

Existing Uses and Conditions

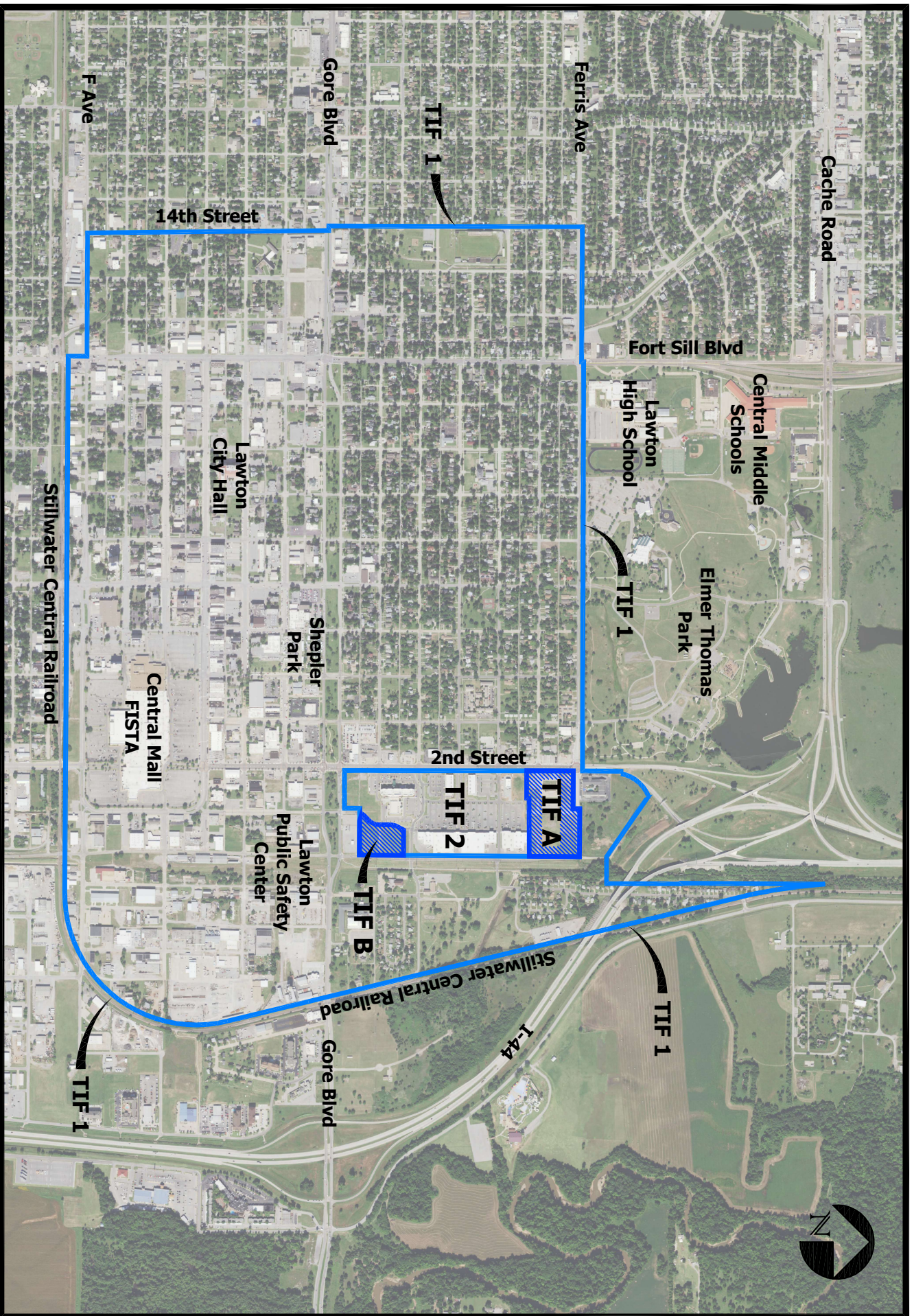


Exhibit D

Proposed Land Use Map

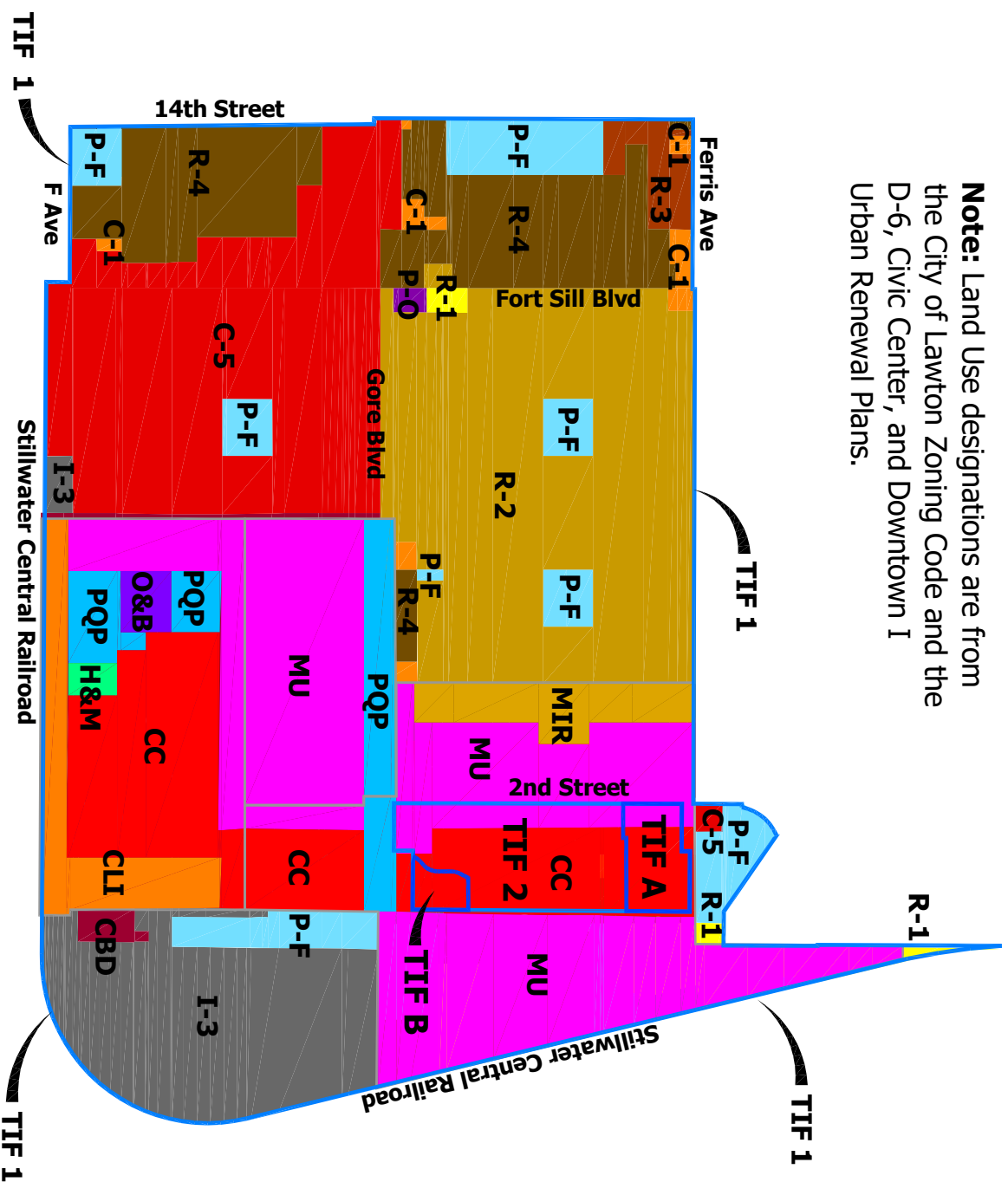
City of Lawton Zoning Uses:

- C-1 Local Commercial District
- C-5 General Commercial District
- CBD Central Business District
- P-F Public Facilities District
- P-O Professional Office District
- R-1 Single-Family Dwelling District
- R-2 Two-Family Dwelling District
- R-3 Multiple-Family Dwelling District
- R-4 High-Density Apartment District
- I-3 Light Industrial District

Urban Renewal Plan Uses:

- CC Commercial Central
- CLI Commercial Light Industrial
- H&M Hotel and Motel
- MIR Medium Intensity Residential
- MU Mixed Use
- O&B Office and Banking
- PQP Public – Quasi Public

Note: Land Use designations are from the City of Lawton Zoning Code and the D-6, Civic Center, and Downtown I Urban Renewal Plans.



**FINDINGS AND RECOMMENDATION OF THE
DOWNTOWN PROJECT PLAN TIF REVIEW COMMITTEE FOR THE THIRD
AMENDED LAWTON DOWNTOWN ECONOMIC DEVELOPMENT PROJECT PLAN**

After review of the Third Amended Lawton Downtown Economic Development Project Plan (“Third Amended Project Plan”), its proposed creation of two (2) tax increment districts temporarily designated and identified as Increment Districts No. “A,” and “B,” City of Lawton, both of which will be ad valorem and sales tax increment districts (the “Increment Districts”), and other relevant information, the Downtown Project Plan TIF Review Committee (“Review Committee”) makes the following findings:

A. Findings Regarding Eligibility of the Proposed Project Area and Increment Districts

1. The proposed Project Area and Increment Districts lie within state-designated enterprise zones, and as such meet the definition of an “enterprise area” under the Local Development Act (62 O.S. § 853(5), (6)). Enterprise Areas qualify for use of the tools of the Oklahoma Local Development Act pursuant to 62 O.S. §856(B)(4)(a).
2. The proposed Project Area and Increment Districts qualify as “reinvestment areas” under the Local Development Act (62 O.S. § 853(17)) due to the fact that the area lacks public improvements necessary to reverse economic stagnation and to attract major investment in the area. Reinvestment Areas qualify for use of the tools of the Oklahoma Local Development Act pursuant to 62 O.S. §856(B)(4)(a).
3. The level of investment, development, and economic growth desired by the City of Lawton is difficult, but possible, within the proposed Project Area and Increment Districts if the provisions of the Local Development Act are utilized.
4. Tax increment financing is a necessary component in stimulating reinvestment in the proposed Project Area and Increment Districts.
5. Tax increment financing will be used to supplement and not supplant or replace normal public functions and services in the proposed Project Area and Increment Districts.
6. Tax increment financing will be used in conjunction with existing programs and efforts and other locally implemented economic development efforts.
7. Where possible, the Third Amended Project Plan emphasizes conservation, preservation, and rehabilitation.

B. Findings Regarding Financial Impact on the Affected Taxing Jurisdictions and Business Activities Within the Proposed Project Area and Increment Districts

1. The anticipated private development will generate tax increments sufficient to pay

the authorized project costs of the project proposed by the Third Amended Project Plan. Without the proposed Third Amended Project Plan and Increment Districts, the additional retail business development desired by the City and the resulting increases in tax revenues would not occur.

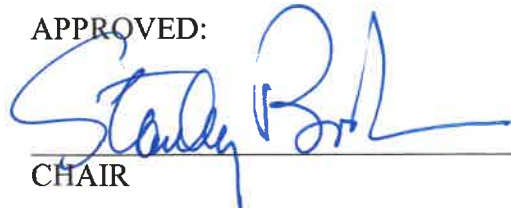
2. The additional developments anticipated under the proposed Third Amended Project Plan will not result in a measurable increase in demand for services by or in costs to the affected taxing entities.
3. Implementation of the Third Amended Project Plan will require public expenditures, but those public sector costs will be substantially defrayed from apportioned tax increments as provided in the proposed Third Amended Project Plan.
4. The public revenue anticipated to result from the additional developments contemplated by the Third Amended Project Plan includes increased tax revenue from economic growth and benefits both inside and outside the existing and proposed Increment Districts.
5. The economic benefits of the proposed Third Amended Project Plan for the affected taxing jurisdictions and the community as a whole offset the adverse financial impacts, if any, of the proposed Third Amended Project Plan on the affected taxing jurisdictions.
6. The aggregate impacts on the affected taxing jurisdictions and on business activities from implementation of the Third Amended Development Project Plan are expected to be positive and include the achievement of the objectives set forth in Section IV of the proposed Third Amended Project Plan.

C. Recommendation.

Based on the findings made and approved in Paragraphs A and B above, the Review Committee hereby recommends that the City Council of the City of Lawton approve and adopt the Third Amended Lawton Downtown Economic Development Project Plan, including the establishment of the proposed Increment Districts.

ADOPTED by the Downtown Project Plan TIF Review Committee this 24th day of October, 2025, and **SIGNED** by its Chair.

APPROVED:



CHAIR

I, Tammy Branstetter, Acting Secretary of the Downtown Project Plan TIF Review Committee ("Review Committee"), certify that the foregoing resolution detailing the findings and recommendation of the Review Committee was duly adopted at a special meeting of the Review Committee, held at the City of Lawton City Hall, Third Floor Conference Room, 212 S.W. 9th Street, Lawton, Oklahoma, on the 24th day of October, 2025; that said meeting was held in accordance with the Open Meeting Act of the State of Oklahoma; that any notice required to be given of such meeting was properly given; that a quorum was present at all times during such meeting; and that said resolution was adopted by a majority of those present.

Tammy Branstetter
ACTING SECRETARY

ORDINANCE NO. 25-____

AN ORDINANCE PERTAINING TO THE LAWTON TAX INCREMENT FINANCING REGULATION AMENDING ARTICLE 10-15, CHAPTER 10, LAWTON CITY CODE, 2015, APPROVING THE THIRD AMENDED LAWTON DOWNTOWN ECONOMIC DEVELOPMENT PROJECT PLAN; REDUCING THE AREA WITHIN THE BOUNDARIES OF INCREMENT DISTRICT NO. 2, CITY OF LAWTON; IDENTIFYING AND ESTABLISHING THE BOUNDARIES OF TWO INCREMENT DISTRICTS; DEFERRING THE NAMING AND THE DATE OF CREATION FOR THE TWO INCREMENT DISTRICTS; DESIGNATING AND ADOPTING PROJECT AREA BOUNDARIES; ADOPTING CERTAIN FINDINGS; AUTHORIZING THE USE OF AD VALOREM, SALES, USE, AND OCCUPANCY TAX INCREMENT REVENUES APPORTIONED FROM INCREMENT DISTRICTS FOR THE PAYMENT OR FINANCING OF ELIGIBLE PROJECT COSTS; RATIFYING AND CONFIRMING THE ACTIONS, RECOMMENDATIONS AND FINDINGS OF THE REVIEW COMMITTEE AND THE CITY PLANNING COMMISSION; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; AND DECLARING AN EMERGENCY, TO BE CONSIDERED BY SEPARATE VOTE AND MOTION.

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

SECTION 1: The provisions contained in Division 10-15-3 shall be effective through December 1, 2025, and the provisions of Division 10-15-4 shall be effective as of December 2, 2025.

SECTION 2: Sections 10-15-401 through 10-15-415, Division 10-15-4, Article 10-15 of Chapter 10 - Finance and Taxation of the Code of Lawton, Oklahoma, are hereby created to read as follows:

10-15-4 Third Amended Lawton Downtown Economic Development Project Plan.

10-15-401 Definitions.

A. “City” shall mean the City of Lawton, an Oklahoma municipal corporation.

B. “First Amended Project Plan” shall mean the document dated April 6, 2010, comprised of one cover sheet, 9 pages of text, 4 Exhibits, and titled “Amended Lawton Downtown Economic Development Project Plan,” approved and adopted by the City Council of Lawton on June 8, 2010, with the adoption of Ordinance No. 10-22.

C. “Increment District No. 1” shall mean from May 9, 2006, through June 30, 2010, Increment District No. 1, City of Lawton, created and established pursuant to Ordinance 2006-15, and more particularly described in the Project Plan and Section 10-15-2-206. From and after July 1, 2010, “Increment District No. 1” shall mean Increment District No. 1, City of Lawton, as described in the First Amended Project Plan and Section 10-15-3-306, which remains unchanged under the Third Amended Project Plan as stated therein and in Section 10-15-4-406.

- D. “Increment District No. 2” shall mean Increment District No. 2, City of Lawton created and established pursuant to Ordinance No. 10-22, as modified by this Ordinance, and more particularly described in the Third Amended Project Plan and Section 10-15-4-406.
- E. “Increment District No. A” shall, for identification purposes and until such time that the City officially names, designates, and establishes its date of creation, be temporarily designated as Increment District No. A or Increment District A, as more particularly described in the Third Amended Project Plan and Section 10-15-4-406.
- F. “Increment District No. B” shall, for identification purposes and until such time that the City officially names, designates, and establishes its date of creation, be temporarily designated as Increment District No. B or Increment District B, as more particularly described in the Third Amended Project Plan and Section 10-15-4-406.
- G. “LEDA” shall mean the Lawton Economic Development Authority, an Oklahoma public trust.
- H. “Local Development Act” shall mean the Oklahoma Local Development Act, Title 62, Oklahoma Statutes, Section 850, *et seq.*, as amended.
- I. “LURA” shall mean the Lawton Urban Renewal Authority, an Oklahoma public body corporate.
- J. “Occupancy Tax” shall mean the “City of Lawton Hotel Tax” as defined in Article 10-12, Chapter 10 of the Code of Lawton, Oklahoma, 2015, as amended.
- K. “Project” shall mean the actions, activities, and implementation measures authorized by the Third Amended Project Plan, including, without limitation, assistance in development financing and the construction of public improvements to revitalize the downtown area of Lawton to stimulate private investment, attract new businesses, create new employment, and further the economic development objectives of the City within the Project Area.
- L. “Project Area” shall mean the area described in Section 10-15-4-406.
- M. “Project Plan” shall mean the document dated March 31, 2006, comprised of one cover sheet, 8 pages of text, 4 Exhibits, and titled “Lawton Downtown Economic Development Project Plan” approved and adopted by the City Council of Lawton on May 9, 2006. The term “Project Plan” embraces the originally adopted Project Plan as thereafter amended from time to time.
- N. “Review Committee” shall mean the Lawton Downtown Economic Development Review Committee.
- O. “Second Amended Project Plan” is identical to the First Amended Project Plan except that on August 21, 2012, City Council adopted Ordinance No. 12-27 approving a minor amendment to amend the period of apportionment of occupancy tax increments to be concurrent with the apportionment of other tax increments and correct a typographical error.

P. “Third Amended Project Plan” shall mean the document comprised of one cover sheet (indicating “Recommended for Approval by Review Committee on October 24, 2025” and “Recommended for Approval by City Planning Commission on November 6, 2025”), 15 pages of text, 4 Exhibits, and titled “Third Amended Lawton Downtown Economic Development Project Plan” approved and adopted by the City Council of Lawton.

10-15-4-402 Findings of Fact.

The City Council of Lawton makes the following findings of fact:

A. Increment District No. 1, City of Lawton, an ad valorem tax increment district, was previously created pursuant to Ordinance 2006-15 adopted by City Council on May 6, 2005, the boundaries of which were thereafter reduced effective July 1, 2010, with the City Council’s adoption of Ordinance No. 10-22.

B. Effective July 1, 2010, the increment of ad valorem taxes from Increment District No. 1 generated by values in excess of the base assessed value up to an equalized assessed value of \$23,043,212 shall be allocated to the affected taxing jurisdictions in proportion to their respective annual levies.

C. The sales tax increment component of Increment District No. 1 was terminated as of June 30, 2010.

D. Increment District No. 2, City of Lawton, an ad valorem and sales tax increment district (which includes sales and use tax increments and occupancy tax increments), was created effective July 1, 2010, pursuant to Ordinance No. 10-22.

E. Sales and Use tax increment revenues and Occupancy Tax increment revenues generated from Increment District No. 2 shall be determined by the formulas contained in Section 10-15-4-413, which will enhance the availability of increment revenues that are necessary to pay for or finance the public portion of the authorized project costs and reduce accounting burdens and difficulties; and

F. Through the City’s implementation and administration of the Project Plan, as amended, it has become apparent that certain enhancements to the Project Plan are essential in order to realize City’s redevelopment and economic objectives and to achieve the objectives of the Project Plan; and

G. The City convened the Review Committee to review and consider the Third Amended Project Plan, which amends and enhances the Project Plan, including the creation of Increment District No. A and Increment District No. B from a portion of the area within Increment District No. 2; and

H. The Third Amended Project Plan supports the objectives of the Project Plan and the achievement of the economic development objectives of the City in accordance with previously

approved strategies and plans to develop underdeveloped, blighted or vacant areas, to serve as catalysts for retaining and expanding employment in the area, to attract major investment to the area, to enhance the downtown area as a place to live and work, and to preserve and enhance the tax base, thereby making possible investment, development, and economic growth that would be difficult or impossible without the Project and the apportionment of ad valorem and sales tax revenues generated by increment districts; and

I. The Third Amended Project Plan is an eligible project plan under the Local Development Act, and the Review Committee, comprised of representatives of each of the taxing jurisdictions in which the proposed ad valorem and sales tax increment districts are located, as well as the City, the Planning Commission, and three representatives of the public at large, at least one of whom is a representative of a retail organization, has considered the financial impacts of the Project on each taxing jurisdiction and has found that any adverse impacts are offset in view of the continuation of revenues from the base assessed value of the proposed ad valorem and sales tax increment districts and the economic benefits of the development for the community as a whole, and has adopted a resolution recommending the approval of the proposed Third Amended Project Plan, including a reduction in the size of Increment District No. 2, the creation of Increment District No. A and Increment District No. B, to the City Council of Lawton; and

J. The City Planning Commission has determined that the Third Amended Project Plan conforms with the Comprehensive (Master) Plan of the City and recommends to the City Council of Lawton the approval of the Third Amended Project Plan; and

K. The Review Committee has reviewed the proposed Project Area and Increment Districts No. A and B in accordance with the criteria specified in the Local Development Act and has determined that Increment Districts No. A and B are eligible for increment district designation and for development under the Local Development Act; and

L. Investment, development, and economic growth are difficult, but possible, within the proposed Project Area, including the Increment Districts, if the Third Amended Project Plan is adopted; and

M. The area within the boundaries of Increment District No. 2 will be reduced by the deletion of the area within Increment Districts No. A and B, and the base assessed value of Increment District No. 2 will be decreased by the valuation assigned to each site at the time the base assessed value was determined by the Comanche County Assessor, as certified on October 26, 2010.

N. Increment Districts temporarily designated as Increment District No. A and Increment District No. B, both of which are ad valorem and sales and use tax increment districts, are hereby approved and shall each have an effective creation date on the dates established by the City within ten (10) years from December 2, 2025, the date of approval of the Third Amended Project Plan. Once the effective creation date of each of Increment District No. A and Increment District No. B is determined, that Increment District shall be numerically designated as "Increment District Number ___, City of Lawton," as appropriate, by assigning the next consecutive number for increment districts of the City of Lawton in accordance with 62 O.S. § 856(3). Each Increment

District shall be implemented in the sequence that development commitments are obtained and shall be sequentially numbered accordingly.

O. The establishment of the proposed Increment Districts No. A and B will be used in conjunction with existing programs and other locally implemented economic development efforts in order to encourage economic development in the proposed Project Area; and

P. Tax apportionment financing is a necessary component in generating economic development in the proposed Project Area and the proposed Increment Districts No. A and B; and

Q. The apportioned ad valorem increment revenues derived from Increment Districts No. 1, 2, A, and B shall be used to pay or finance eligible project costs contained in Section VIII of the Third Amended Project Plan; and

R. The sales and use tax increment revenues and Occupancy Tax increment revenues derived from Increment District No. 2 shall be used to pay or finance eligible project costs contained in Section VIII of the Third Amended Project Plan; and

S. The sales and use tax increment revenues derived from Increment Districts No. A and B shall be used to pay or finance eligible project costs contained in Section VIII of the Third Amended Project Plan; and

T. The Project is expected to stimulate new investment of over \$150 Million within the Project Area and will generate additional indirect economic benefits outside the Project Area; and

U. The Third Amended Project Plan provides tools which will supplement and not supplant or replace normal public functions and services; and

V. The boundaries of Increment District No. 1, the reduced boundaries of Increment District No. 2, and the proposed boundaries of Increment Districts No. A and B do not dissect any similar area nor create an unfair competitive advantage; and

W. The City Council of Lawton recognizes the need for residential and neighborhood revitalization as well as commercial development; and

X. Maximum effort has been made to allow full public knowledge and participation in the use of the Local Development Act in the review and approval of the Third Amended Project Plan, including Increment Districts No. A and No. B; and

Y. All required notices have been given and all required hearings have been held in connection with the proposed Third Amended Project Plan, as prescribed by the Local Development Act, the Oklahoma Open Meetings Act, Title 25, Oklahoma Statutes, Section 301, *et seq.*, and other applicable law; and

Z. Implementation of the Third Amended Project Plan will be carried out by the City, with the assistance of LEDA and LURA, both of which are designated to assist in carrying out the Third Amended Project Plan and to exercise certain powers pursuant to the Local Development Act; and

AA. Implementation of the Third Amended Project Plan will be facilitated by authorizing LEDA to issue tax apportionment bonds or notes and to incur project costs, as defined by the Third Amended Project Plan, and to incur the costs of issuance of such bonds and to accumulate appropriate reserves, if any, in connection therewith; and

BB. Implementation of the Third Amended Project Plan will be facilitated by authorizing LURA to incur project costs, as defined by the Third Amended Project Plan, and to be reimbursed for such costs; and

CC. It is in the best interest of the City and its citizens to approve the Third Amended Project Plan, including the reduction in the area of Increment District No. 2, the creation of Increment District No. A and Increment District No. B.

DD. In the event of any litigation challenging directly or indirectly the validity of the Third Amended Project Plan, any Increment District authorized thereunder, or challenging directly or indirectly any apportionment of disbursement, the time period for any such Increment District or any apportionment or disbursement shall be tolled for a period of time equal to the pendency of any such litigation as permitted under 62 O.S. § 861(A).

10-15-4-403 Constitutional and Statutory Authority.

In order to redevelop the eligible Project Area, the City elects to utilize Article 10, Section 6C of the Constitution of the State of Oklahoma and the Local Development Act, which authorize the use of local taxes for specific public investments, assistance in development financing and as a revenue source for other public entities in the area, and which provide for the direction of apportionment of local taxes to plan, finance, and carry out development of unproductive, undeveloped, underdeveloped or blighted areas as determined by the governing body of a city, town or county.

10-15-4-404 Approval of Third Amended Project Plan.

A. The Project Plan is hereby amended as recommended by the City Planning Commission and the Review Committee. The previously approved and adopted “Amended Lawton Downtown Economic Development Project Plan” or “Project Plan” shall be replaced in its entirety by the Third Amended Project Plan referenced herein and titled “Third Amended Lawton Downtown Economic Development Project Plan” or “Amended Project Plan,” which is comprised of one cover sheet (indicating “Recommended for Approval by Review Committee on October 24, 2025” and “Recommended for Approval by City Planning Commission on November 6, 2025”), 15 pages of text, and 4 Exhibits.

B. The boundaries of the Lawton Downtown Economic Development Project Area are

hereby designated and adopted as follows:

Project Area
Boundary Description

That portion of the City of Lawton lying within a line described as Beginning at a point where the extension of the north right-of-way line of NW Ferris Avenue intersects the west line of Section 30, T2N-R11W; thence westerly along the north right-of-way line of NW Ferris Avenue to its intersection with the west right-of-way line of NW 14th Street extended; thence southerly along the west right-of-way line of NW 14th Street to its intersection with the south right-of-way line of SW F Avenue; thence easterly along the south right-of-way line of SW F Avenue to its intersection with the west right-of-way line of SW 11th Street; thence southerly along the west right-of-way line of SW 11th Street to its intersection with the north right-of-way line of the Burlington-Northern Railroad; thence easterly and northerly along the north and west right-of-way line of the Burlington-Northern Railroad to its intersection with the east right-of-way line of the Oklahoma-Kansas-Texas Railroad; thence northerly along the east right-of-way line of the Oklahoma-Kansas-Texas Railroad to its intersection with the north line of Section 29, T2N-R11W; thence westerly along the north line of said Section 29 to the northwest corner of said section; thence westerly along the north line of Section 30, T2N-R11W, to the northwest corner of said Section 30; thence southerly along the west line of said Section 30 to the Point of Beginning.

10-15-4-405 Ratification of Recommendations and Findings.

All actions taken and all recommendations and findings made in connection with the Third Amended Project Plan by the Lawton Planning Commission and the Review Committee are hereby ratified.

10-15-4-406 Creation and Naming of Increment Districts.

- A. Increment District No. 1, City of Lawton, was created May 9, 2006, initially as both an ad valorem and sales tax increment.
- B. The sales tax increment component of Increment District No. 1 was terminated as of June 30, 2010.
- C. The area within the boundaries of Increment District No. 1 was reduced effective July 1, 2010, to the area within the boundaries described in paragraph D of this Section 10-15-4-406.
- D. The boundaries of Increment District No. 1, an ad valorem tax increment district, from July 1, 2010, and thereafter, remain unchanged as follows:

Increment District No. 1
(An Ad Valorem Increment District)
Boundary Description

That portion of the City of Lawton lying within a line described as beginning at a

point where the East right-of-way line of Business Highway 281 intersects the North right-of-way line of NW Ferris Avenue; thence westerly along the North right-of-way line of NW Ferris Avenue to its intersection with the West right-of-way line of NW 14th Street extended; thence southerly along the West right-of-way line of NW 14th Street to its intersection with the South right-of-way line of SW F Avenue; thence easterly along the South right-of-way line of SW F Avenue to its intersection with the West right-of-way line of SW 11th Street; thence southerly along the West right-of-way line of SW 11th Street to its intersection with the North right-of-way line of the Burlington-Northern Railroad; thence easterly and northerly along the North and West right-of-way line of the Burlington-Northern Railroad to its intersection with the East right-of-way line of the Oklahoma-Kansas-Texas Railroad; thence southerly along the East right-of-way line of the Oklahoma-Kansas-Texas Railroad to its intersection with the South right-of-way line of Interstate 44; thence northwesterly along the Southwest right-of-way line of Interstate 44 to its intersection with the East right-of-way line of Business Highway 281; thence southwesterly along the East right-of-way line of Business Highway 281 to the point of beginning. EXCLUDING the following area: All of Blocks 1, 2, 21, 22, 23, 24, 43, 44, 45, 46, 65, and Lots 1-8 of Block 66 of North Addition to the Townsite of Lawton, in the South Half of Section 30, Township 2 North, Range 11 West, I.M., Comanche County, Oklahoma, according to the recorded plat thereof, including all right, title and interest in and to vacated streets and alleys abutting thereon.

E. Increment District No. 2, City of Lawton, was created effective July 1, 2010, with the adoption of Ordinance No. 10-22.

F. Effective July 1, 2010, the boundaries of Increment District No. 2, an ad valorem, sales and use, and occupancy tax increment district, were designated and adopted as follows:

Increment District No. 2
(An Ad Valorem, Sales and Use, and Occupancy Tax Increment District)
Boundary Description

All of Blocks 1, 2, 21, 22, 23, 24, 43, 44, 45, 46, 65, and Lots 1-8 of Block 66 of North Addition to the Townsite of Lawton, in the South Half of Section 30, Township 2 North, Range 11 West, I.M., Comanche County, Oklahoma, according to the recorded plat thereof, including all right, title and interest in and to vacated streets and alleys abutting thereon.

G. Effective December 2, 2025, the boundaries of Increment District No. 2, an ad valorem, sales and use, and occupancy tax increment district, are reduced and are designated and adopted as follows:

Increment District No. 2
(An Ad Valorem, Sales and Use, and Occupancy Tax Increment District)
Boundary Description

Lot Three (3), Block 1, Lawton Downtown Center, Part 1, to the City of Lawton,

Comanche County, Oklahoma, according to the recorded plat thereof, an addition to the City of Lawton, Comanche County, Oklahoma, together with all of Lots One (1), Two (2), Four (4), Five (5), Six (6), and (7), all inclusive, Lawton Downtown Center, Part 2, to the City of Lawton, Comanche County, Oklahoma, according to the recorded plat thereof, an addition to the City of Lawton, Comanche County, Oklahoma, being a part of the Southeast Quarter of Section 30, T2N, R11, of the Indian Meridian, Comanche County, Oklahoma, including all right, title and interest in and to vacated streets and alleys abutting thereon.

H. Effective December 2, 2025, the boundaries of Increment District No. A, an ad valorem and sales and use tax increment district, are hereby designated and adopted as follows:

Increment District No. A
(An Ad Valorem and Sales and Use Tax Increment District)
Boundary Description

Lot Eight (8), Block One (1), Lawton Downtown Center, Part 2, to the City of Lawton, Comanche County, Oklahoma, according to the recorded plat thereof, an addition to the City of Lawton, Comanche County, Oklahoma, being a part of the Southeast Quarter of Section 30, T2N, R11, of the Indian Meridian, Comanche County, Oklahoma.

The date of creation, official designation, and naming of the Increment District temporarily identified as Increment District No. A, and accordingly the commencement of the period of apportionment, are deferred until such time as determined by the City, provided that such date of creation shall be within ten (10) years from December 2, 2025, the date of approval of the Third Amended Project Plan.

I. Effective December 2, 2025, the boundaries of Increment District No. B, an ad valorem and sales and use tax increment district, are hereby designated and adopted as follows:

Increment District No. B
(An Ad Valorem and Sales and Use Tax Increment District)
Boundary Description

Lot Three (3), Block One (1), Lawton Downtown Center, Part 2, to the City of Lawton, Comanche County, Oklahoma, according to the recorded plat thereof, an addition to the City of Lawton, Comanche County, Oklahoma, being a part of the Southeast Quarter of Section 30, T2N, R11, of the Indian Meridian, Comanche County, Oklahoma.

The date of creation, official designation, and naming of the Increment District temporarily identified as Increment District No. B, and accordingly the commencement of the period of apportionment, are deferred until such time as determined by the City, provided that such date of creation shall be within ten (10) years from December 2, 2025, the date of approval of the Third Amended Project Plan.

10-15-4-407 Fulfillment of Statutory Requirements.

The City Council of Lawton hereby finds that:

- A. The Project Area, including Increment District No. 1, Increment District No. 2, and the proposed Increment District Nos. A and B, is a reinvestment area as defined by the Local Development Act and is located within a State-designated "Enterprise Area;"
- B. The improvement of the Project Area is likely to enhance the value of other real property in the area and to promote the general public interest;
- C. The guidelines of paragraphs 1 and 2 of 62 O.S. § 852 shall be followed;
- D. The aggregate net assessed value of the taxable property in all ad valorem increment districts, as determined pursuant to the Local Development Act, 62 O.S. § 862, within the City does not exceed 25% of the total net assessed value of the taxable property within the City;
- E. The aggregate net assessed value of the taxable property in all ad valorem increment districts, as determined pursuant to the Local Development Act, 62 O.S. § 862, within the City does not exceed 25% of the total assessed net value of any affected school district located within the City;
- F. The land within all increment districts within the City does not exceed 25% of the total land area of the City;
- G. The Third Amended Project Plan is feasible and conforms to the Comprehensive (Master) Plan of the City.

10-15-4-408 Administration.

The City is authorized to carry out and administer the provisions of the Third Amended Project Plan and to exercise all powers necessary or appropriate thereto pursuant to Section 854 of the Local Development Act; and the City reserves the power to make minor amendments to the Amended Project Plan in accordance with the Local Development Act, 62 O.S. § 858(D).

10-15-4-409 LEDA - Authorization to Implement Third Amended Project Plan and Incur Project Costs.

LEDA shall have the authority to carry out certain provisions of the Third Amended Project Plan, including the authority to issue tax apportionment bonds and notes, other bonds or notes, or both; incur project costs pursuant to Section VIII of the Third Amended Project Plan; provide funds to or reimburse the City or LURA for the acquisition of redevelopment Project property, payment of project costs and other costs incurred in support of the implementation of the Project; and incur the costs of issuance of bonds and accumulate appropriate reserves, if any, in connection with them.

10-15-4-410 LURA - Authorization to Implement Third Amended Project Plan and Incur Project Costs.

LURA shall have the authority to carry out certain provisions of the Third Amended Project Plan, including the authority to incur project costs pursuant to Section VIII of the Third Amended Project Plan; and provide funds to or be reimbursed by the City or LEDA for the acquisition of redevelopment Project property, payment of project costs, and other costs incurred in support of the implementation of the Project.

10-15-4-411 Apportionment and Use of Ad Valorem Taxes.

A. The ad valorem increment is the ad valorem revenue in excess of the revenue generated by the base assessed value of the increment district (*i.e.*, the new revenue attributable to increases in the value of the increment district). Pursuant to the First Amended Project Plan, the size of Increment District No. 1 was reduced by the area for Increment District No. 2; accordingly, the base assessed value within Increment District No. 1 was thereby reduced. Notwithstanding such reduction (and to render unnecessary a determination of the amount of such reduction), effective July 1, 2010, the increment of ad valorem taxes from Increment District No. 1 generated by values in excess of the base assessed value up to an equalized assessed value of \$23,043,212 shall be allocated to the affected taxing jurisdictions in proportion to their respective annual levies. 62 O.S. § 853 (9) and (14)(i); § 854(4).

Effective July 1, 2010, the increment of ad valorem taxes from Increment District No. 1 in excess of the ad valorem taxes generated by an equalized assessed value of \$23,043,212 for Increment District No. 1 shall be apportioned and may be used to pay project costs authorized by Section VIII of the Third Amended Project Plan for a period not to exceed twenty-five (25) fiscal years from the effective date of Increment District No. 1, as provided by law, or the period required for the payment of such authorized project costs, whichever is less. During the period of apportionment, the ad valorem apportionment fund (1) shall be available to pay or finance project costs under Section VIII of the Third Amended Project Plan, (2) shall constitute funds of LEDA, and (3) shall not constitute a part of the general fund of the City subject to annual appropriation.

B. The increment of ad valorem taxes from Increment District No. 2 in excess of the revenues generated by the base assessed value of the increment district shall be apportioned and paid into an apportionment fund and may be used to pay project costs authorized by Section VIII of the Third Amended Project Plan for a period not to exceed twenty-five (25) fiscal years from the effective date of Increment District No. 2, as provided by law, or the period required for payment of such authorized project costs, whichever is less. During the period of apportionment, the ad valorem apportionment fund (1) shall be available to pay or finance project costs under Section VIII of the Third Amended Project Plan, (2) shall constitute funds of the Lawton Economic Development Authority, a public trust, and (3) shall not constitute a part of the general fund of the City of Lawton subject to annual appropriation.

C. The increment of ad valorem taxes from each of the Increment Districts No. A and B, in excess of the base assessed value of each respective increment district shall be apportioned and

paid into an apportionment fund and may be used to pay project costs authorized by Section VIII of the Third Amended Project Plan, for a period not to exceed twenty-five (25) fiscal years from the effective date of each respective Increment District, as provided by law, or the period required for the payment of such authorized project costs, whichever is less. During the period of apportionment, the ad valorem apportionment fund (1) shall be available to pay or finance project costs under Section VIII of the Third Amended Project Plan, (2) shall constitute funds of the Lawton Economic Development Authority, a public trust, and (3) shall not constitute a part of the general fund of the City of Lawton subject to annual appropriation.

10-15-4-412 Apportionment and Use of Sales, Use, and Occupancy Taxes.

A. The sales tax increment from Increment District No. 2 is the sales tax and the use tax attributable to investment and development in Increment District No. 2 in excess of such tax revenue for the fiscal year ended June 30, 2010. The increment of the sales and use taxes generated by Increment District No. 2, as determined herein, and as may be supplemented by resolution of the City Council in accordance with the Local Development Act, shall be apportioned and paid into an apportionment fund and may be used to pay project costs authorized by Section VIII of the Third Amended Project Plan, for a period not to exceed twenty-five (25) fiscal years from the effective date of Increment District No. 2, as provided by law, or the period required for payment of such authorized project costs, whichever is less. During the period of apportionment, the sales and use tax apportionment fund (1) shall be available to pay or finance project costs under Section VIII of the Third Amended Project Plan, (2) shall constitute funds of the Lawton Economic Development Authority, a public trust, and (3) shall not constitute a part of the general fund of the City of Lawton subject to annual appropriation.

B. The occupancy tax increment from Increment District No. 2 is the City's Occupancy Tax attributable to investment and development in Increment District No. 2 in excess of such occupancy tax revenue for the fiscal year ended June 30, 2010. The increment of the occupancy taxes generated by Increment District No. 2, determined as provided herein, and as may be supplemented by resolution of the City Council in accordance with the Local Development Act, shall be apportioned and paid into an apportionment fund and may be used to pay project costs authorized by Section VIII of the Third Amended Project Plan, for a period not to exceed twenty-five (25) fiscal years from the effective date of Increment District No. 2, as provided by law, or the period required for payment of such authorized project costs, whichever is less. During the period of apportionment, the occupancy tax apportionment fund (1) shall be available to pay or finance project costs under Section VIII of the Third Amended Project Plan, (2) shall constitute funds of the Lawton Economic Development Authority, a public trust, and (3) shall not constitute a part of the general fund of the City of Lawton subject to annual appropriation.

C. The increment of sales and use taxes generated by investment and development in Increment Districts No. A and B, shall be determined by a formula to be approved by resolution of the City Council in accordance with the Local Development Act, shall be apportioned and paid into an apportionment fund and may be used to pay project costs authorized by Section VIII of the Third Amended Project Plan, for a period not to exceed twenty-five (25) fiscal years from the respective effective dates of each of Increment Districts No. A and B, as provided by law, or the period required for payment of such authorized project costs, whichever is less. During the period

of apportionment, the sales and use tax apportionment fund (1) shall be available to pay or finance project costs under Section VIII of the Third Amended Project Plan, (2) shall constitute funds of the Lawton Economic Development Authority, a public trust, and (3) shall not constitute a part of the general fund of the City of Lawton subject to annual appropriation.

10-15-4-413 Determination of Sales, Use, and Occupancy Tax Increment.

The City Council may, by subsequent resolution adopted in accordance with the Local Development Act, further define, supplement, or modify the formula for determining sales, use, and Occupancy Tax increments. In determining the sales, use and Occupancy Taxes collected from Increment District No. 2, and the sales and use taxes collected from Increment District No. A and B, the City shall employ reasonable and consistent accounting procedures that accurately reflect the sales, use, and Occupancy Tax revenues generated by each Increment District.

The City shall coordinate, as necessary, with any businesses whose transactions are subject to apportionment or whose sales are subject to sales and use taxes pursuant to the City's Sales Tax Ordinance (Article 10-2) or the City's Use Tax Ordinance (Article 10-8), and with the Oklahoma Tax Commission, to ensure the accuracy of the sales, use, and Occupancy Tax increments generated and collected from each Increment District.

10-15-4-414 Continuing Apportionment.

Pursuant to Section 6C of Article X of the Constitution of the State of Oklahoma and the Local Development Act, the direction of apportionment shall continue beyond the current fiscal year for the duration of Increment District No. 1, Increment District No. 2, Increment District No. A, and Increment District No. B, or the period required for the discharge of indebtedness that may be incurred by LEDA or other public entities authorized by the Third Amended Project Plan, whichever is less.

10-15-4-415 Control of Apportionment Fund.

During the period of apportionment, the apportionment fund shall constitute funds of LEDA and shall not constitute a part of the general funds to be appropriated annually by the governing body of the City.

SECTION 3. Section 1 of this Ordinance shall be codified as Chapter 10, Article 10-15, Division 10-15-3, Section 10-15-3-316, and Section 2 of this Ordinance shall be codified as Chapter 10, Article 10-15, Division 10-15-4, Sections 10-15-4-401 through 10-15-4-415.

SECTION 4. Severability. If any section, subsection, sentence, clause, phrase or portion of this ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, said portion shall be deemed a separate, distinct and independent provision and such holding shall not affect the validity of the remaining portions of this ordinance.

SECTION 5. Emergency. Whereas, it being immediately necessary for the preservation of the peace, health and safety of the City of Lawton and the inhabitants thereof that the provisions of

this ordinance be put into full force and effect, an emergency is hereby declared to exist by reason whereof this ordinance shall take effect and be in full force from and after its passage, as provided by law.

ADOPTED AND APPROVED by the City Council of the City of Lawton this ____ day of _____ 2025, with the Emergency Clause voted on and approved separately.

STANLEY BOOKER, MAYOR

ATTEST:

DONALYNN BLAZEK-SCHERLER, CITY CLERK

(SEAL)

APPROVED as to form and legality this ____ day of _____ 2025.

CITY ATTORNEY

EMERGENCY CLAUSE

THE EMERGENCY CLAUSE IS HEREBY PASSED, APPROVED, AND ADOPTED by the City Council of the City of Lawton this ____ day of _____ 2025.

STANLEY BOOKER, MAYOR

ATTEST:

DONALYNN BLAZEK-SCHERLER, CITY CLERK

(SEAL)

Item Title:

Consider a request from the property owner for additional time to remodel the structure located at 511 NW Bell Avenue, per Section 6-1-1-108 Section D that states after 180 days the property will go back to City council for specific authorization by the Council.

Initiator: Larry Parks, Director

Information Source: Jonathan Jernigan, Neighborhood Services - Supervisor

Background:

The structure(s) located at 511 NW Bell Avenue was declared dilapidated pursuant to Lawton City Code, Division 6-5-1 on February 27, 2024. Currently Chapter Section 6-1-1-108 allows for six (6) permits to complete the repairs to a dilapidated structure. If the remodel is not completed within the 180 days code states, the property must come back to Council to determine if another 180 days should be granted. The property owner is requesting another 180 days. The last permit expired on November 14, 2024. There were three (3) inspections requested in October 2025. One for electrical service, which was rejected, one for waterline, which was never inspected and one for final electrical, which was canceled.

Staff feels that they have made substantial progress on the structure.

Correlation to the True North Statement:

Safe Community

Exhibit:

Photos

Key Issues:

Has the property owner shown substantial improvement.

Funding Source:

None

Recommended Action:

Consider a request from the property owner for additional time to remodel the structure located at 511 NW Bell Avenue. Staff recommends approval of this extension.

ATTACHMENTS:

1. 511NWBellPermit(2)



Dilapidated and Dangerous Structures Permit Renewal

511 NW Bell Ave
Ward 5



02/14/2024 11:02

Utilities inactive since 2017

511 NW Bell Ave
Ward 5



Utilities inactive since 2017

511 NW Bell Ave
Ward 5



Utilities inactive since 2017

511 NW Bell Ave
Ward 5



02/14/2024 10:58

Utilities inactive since 2017

511 NW Bell Ave
Ward 5



Utilities inactive since 2017

511 NW Bell Ave
Ward 5

02/14/2024 10:59

Utilities inactive since 2017

511 NW Bell Ave
Ward 5



Utilities inactive since 2017

511 NW Bell Ave
Ward 5



Utilities inactive since 2017

511 NW Bell Ave
Ward 5



02/14/2024 11:01

Utilities inactive since 2017

511 NW Bell Ave
Ward 5



Utilities inactive since 2017

511 NW Bell Ave
Ward 5



December 12, 2024

511 NW Bell Ave
Ward 5



December 12, 2024

511 NW Bell Ave
Ward 5



December 12, 2024

511 NW Bell Ave
Ward 5



December 12, 2024

511 NW Bell Ave
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December 12, 2024

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December 12, 2024

511 NW Bell Ave
Ward 5



December 12, 2024



511 NW Bell Avenue Ward 5



511 NW Bell Avenue Ward 5



511 NW Bell Avenue Ward 5



511 NW Bell Avenue Ward 5



511 NW Bell Avenue Ward 5



Item Title:

Consider approving the agreement between the Mountain Bike Club of the Wichitas' and the City of Lawton for construction of new bridge on the SW corner of Lake Lawtonka.

Initiator: Larry Parks, Director

Information Source: Kelvin Ingram, Deputy Director- Parks and Recreation

Background:

The Mountain Bike Club of the Whichitas is requesting to construct a new bridge at the SW corner of Lake Lawtonka. The new bridge would be slightly higher than the existing one and extend further south to provide for year-round access across the corner of the lake. The new bridge would be constructed with 2'x2'x4' concrete footings placed on the existing grade. A steel frame would be attached to the concrete footings with steel anchors. The surface of the bridge would be 4' wide, and constructed of wood decking. The project is intended to enhance recreational access and safety for trail users. The bridge will be constructed at no cost to the City of Lawton. All materials, labor, maintenance, and associated expenses will be provided by the Mountain Bike Club of the Wichitas. This was approved by the Land and Lakes commission on 11/19/25 and vetted through City Attorney's office. The director of the Mountain Bike Club of the Wichitas has signed an agreement.

Correlation to the True North Statement:

Safe Community. We will be relentless in our efforts to provide a safe environment for our citizens to thrive.

Exhibit:

The agreement between the City of Lawton and the Mountain Bike Club of the Wichitas.

Key Issues:

The Parks & Recreation staff will provide oversight during construction to ensure the structure meets City specifications.

Funding Source:

Construction is entirely funded by the Mountain Bike Club of the Wichitas'.

Recommended Action:

Staff recommends approval of the agreement between the Mountain Bike Club of the Wichitas' and the City of Lawton for the construction of a bridge on the southwest corner of Lake Lawtonka, subject to final review and oversight by City Staff.

ATTACHMENTS:

1. Lawtonka Trails SW Bridge Exhibit
2. 8. MBC Agreement (003)
3. MBCW BRIDGE LOCATION (SEP 2025) v3



Agreement between the City of Lawton and the Mountain Bike Club of the Wichitas

This Agreement is made and entered into on this ____th day of October, 2025, by and between the City of Lawton, a municipal corporation, hereinafter referred to as the “City,” and the Mountain Bike Club of the Wichitas, a non-profit organization, hereinafter referred to as the “Club.”

WHEREAS, the City owns certain property near Lake Lawtonka, which includes designated trails; and

WHEREAS, the Club desires to construct and maintain a pedestrian/bicycle bridge connecting the blue and green trails to enhance recreational opportunities; and

WHEREAS, the City is willing to grant permission to the Club for the construction and maintenance of said bridge under the terms and conditions set forth herein;

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the parties agree as follows:

1. Grant of Permission

The City hereby grants the Club permission to construct and maintain a pedestrian/bicycle bridge connecting the blue and green trails on City property near Lake Lawtonka.

2. Responsibilities of the Club

The Club shall be solely responsible for all costs associated with the construction of the bridge, including but not limited to materials, labor, and any necessary permits.

The Club, which is not an agent of the City, assumes all risks associated with the construction of the bridge, including but not limited to personal injury, property damage, and any other liabilities that may arise during construction.

3. Inspection and Maintenance

The bridge must be inspected by the City of Lawton Engineering Department prior to its use. The bridge is subject to annual review and inspection by the City. The Club agrees to cooperate fully with the City during these inspections and to address any issues identified by the City in a timely manner.

4. City’s Rights

The City reserves the right to remove the bridge if it is deemed unsafe, inappropriate, or for any other reason deemed necessary by the City. The City shall provide the Club with written notice of its intent to remove the bridge, specifying the reasons for such action. In the event City removes the bridge, Club shall not be entitled to compensation for the bridge.

5. No Legal Right or Interest in Real Property.

The Club acknowledges and agrees that it does not have, nor shall it acquire, any legal right, title, or interest in the real property where the pedestrian/bicycle bridge is to be located. The Club's activities under this Agreement, including the construction and maintenance of the bridge, are conducted solely with the permission of the City and do not confer any property rights or interests to the Club. The City retains full ownership and control over the property, and the Club's permission to use the property is subject to the terms and conditions set forth in this Agreement.

6. Term and Termination

This Agreement shall remain in effect until terminated by either party. Either party may terminate this Agreement by providing thirty (30) days written notice to the other party.

7. Miscellaneous

This Agreement constitutes the entire agreement between the parties and supersedes all prior agreements, understandings, or representations, whether oral or written.

This Agreement shall be governed by and construed in accordance with the laws of the State of Oklahoma. Any amendments to this Agreement must be in writing and signed by both parties.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

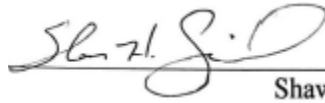
CITY OF LAWTON, OKLAHOMA

Stanley Booker, Mayor

ATTEST:

Donalynn Blazek-Scherler, City Clerk

MOUNTAIN BIKE CLUB OF THE WICHITAS



Shawn Geib, Director

Approved as to form and legality this ____ day of _____, 2025.

Timothy Wilson, Interim City Attorney

Location of Bridge

34.735952981180255, -98.51589991436256

Wichita Mountains
Wildlife Refuge



0 0.5 1 2 Miles

Item Title:

Consider approving an ordinance pertaining to Utilities, Amending Sections 22-4-1-410 And 22-4-1-412 , both in Division 22-4-1, Article 22-4, Chapter 22, Lawton City Code 2015 by adding provisions for abandoned shopping carts to be considered bulk waste, clarifying bulk waste terminology and setting fees as such, providing for severability and establishing an effective date.

Initiator: Michael Watrous, Director, Stan Booker, Mayor

Information Source: Michael Watrous, Director

Background:

The attached ordinance amends Sections 22-4-1-410 and 22-4-1-412 of the Lawton City Code to address the handling of abandoned shopping carts within the city. The amendment designates abandoned shopping carts as bulky waste for the purpose of collection and disposal, establishing related service fees within the existing solid waste fee schedule. In addition, the ordinance updates terminology to ensure consistency between “premium bulky waste” and “special collection” language used throughout the code. These revisions aim to improve service efficiency, support cleaner public spaces, and provide a clear mechanism for cost recovery associated with the removal of abandoned shopping carts.

Correlation to the True North Statement:

Safe Community

Exhibit:

Ordinance 25-

Key Issues:

This is a companion item to the fee resolution (and vice versa).

Funding Source:

N/A

Recommended Action:

Approve the ordinance, waive the reading of the ordinance, and read the title only.

ATTACHMENTS:

1. Chap 22 SHOPPING CART ORDINANCE (1)(10.31.25)

ORDINANCE NO. 2025-__

AN ORDINANCE PERTAINING TO UTILITIES, AMENDING SECTIONS 22-4-1-410 AND 22-4-1-412 , BOTH IN DIVISION 22-4-1, ARTICLE 22-4, CHAPTER 22, LAWTON CITY CODE 2015 BY ADDING PROVISIONS FOR ABANDONED SHOPPING CARTS TO BE CONSIDERED BULK WASTE, CLARIFYING BULK WASTE TERMINOLOGY, AND SETTING FEES AS SUCH, PROVIDING FOR SEVERABILITY AND ESTABLISHING AN EFFECTIVE DATE.

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

SECTION 1. Section 22-4-1-410 is hereby amended in Chapter 22 of the Lawton City Code to read as follows:

22-4-1-410 - Bulky waste collection service.

A. Bulky waste collection services will be provided to one- and two-family residential utility account customers once monthly. Each of the collections shall be limited to a maximum volume of four (4) cubic yards. Length, width, and height values of bulky waste materials for the purpose of calculating volume shall be measured at the greatest dimension of the waste. Fees shall be assessed for any additional residential bulky waste set out beyond four (4) cubic yards up to a maximum of eight (8) cubic yards at the rates established in the fee schedule. Bulky waste volumes set out for collection in excess of eight (8) cubic yards significantly delay overall collection services and may not be collected on the regularly scheduled day but shall automatically be arranged to be collected at the City's convenience subject to the special collection ~~premium~~ bulky waste collection rate established in the fee schedule.

B. For special collection ~~premium~~ bulky waste collection fees as stated in the fee schedule, non-residential utility account customers, including multi-family accounts, may schedule bulky waste collection. One- and two- family residential utility account customers may also request bulky waste collection services at times other than the regularly scheduled collection date for this special collection ~~premium~~ fee.

C. Fees for special collection ~~premium~~ bulky waste collection services shall be charged to the monthly utility bill for the address of the property or property frontage containing the waste.

D. Specific waste materials eligible for collection as bulky waste are as identified in the Solid Waste Set Out Guide.

E. Any item identified in the solid waste set out guide as non-collectible waste may not be collected on the regularly scheduled day but shall automatically be arranged to be collected at the city's convenience subject to the special collection ~~premium~~ bulky waste collection rate established in the fee schedule.

F. All bulky waste items shall be set within ten (10) feet of the street curb or edge of pavement, in the street right-of-way, but outside of the street pavement, on the frontage of the property being

served, at least five (5) feet away from obstacles such as mailboxes, fences, water and gas meters, parked cars, power poles, guy wires, fire hydrants, and signs to allow for mechanized pickup. Items also shall not be placed under trees, power lines, or other overhead obstacles. The city assumes no responsibility to repair lawns or landscaping damaged by collection of bulky waste set out for collection. Placement of bulky waste materials at locations where obstructions impede the delivery of service may not be collected on the regularly scheduled day but shall automatically be arranged to be collected at the city's convenience subject to the special collection ~~premium~~ bulky waste collection rate established in the fee schedule. Determining whether bulky waste collection is impeded by obstacles will be made at the discretion of the waste management crew on site.

G. Bulky waste materials shall be placed at curbside not later than 7:00 A.M. on the day of and no sooner than three (3) days prior to the designated collection date. Placement of bulky waste materials at curbside other than during these specified times shall automatically result in a special collection ~~premium~~ bulky waste collection subject to additional charges as established in the fee schedule.

H. Abandoned shopping carts declared as a nuisance shall be considered bulky waste and collected and charged a fee, in accordance with the fee schedule.

SECTION 2. Severability. If any section, subsection, sentence, clause, phrase, or portion of this ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, said portion shall be deemed a separate, distinct, and independent provision and such holding shall not affect the validity of the remaining portion of this ordinance.

SECTION 3. Effective Date. The provisions of this ordinance shall become 30 days after its passage.

ADOPTED AND APPROVED BY THE COUNCIL OF THE CITY OF LAWTON, OKLAHOMA THIS ____ DAY OF ____, 2025.

STANLEY BOOKER, MAYOR

ATTEST:
(SEAL)

DONALYNN BLAZEK-SCHERLER, CITY CLERK

APPROVED as to form and legality this _____ day of _____ 2025.

TIMOTHY WILSON, INTERIM CITY ATTORNEY

ORDINANCE NO. 2025-__

AN ORDINANCE PERTAINING TO UTILITIES, AMENDING SECTIONS 22-4-1-410 AND 22-4-1-412 , BOTH IN DIVISION 22-4-1, ARTICLE 22-4, CHAPTER 22, LAWTON CITY CODE 2015 BY ADDING PROVISIONS FOR ABANDONED SHOPPING CARTS TO BE CONSIDERED BULK WASTE, CLARIFYING BULK WASTE TERMINOLOGY, AND SETTING FEES AS SUCH, PROVIDING FOR SEVERABILITY AND ESTABLISHING AN EFFECTIVE DATE.

BRIEF GIST

This ordinance updated the wording of “premium bulky waste” to match the fee working of “special collection” and includes provisions for a bulky waste fee for abandoned shopping carts.

ADOPTED and APPROVED by the City Council of Lawton, Oklahoma this _____ day of _____ 2025.

STANLEY BOOKER, MAYOR

ATTEST:

DONALYNN BLAZEK-SCHERLER, CITY CLERK

(Published in the Lawton Constitution this _____ day of _____, 2025.)

Item Title:

Consider approving an Ordinance pertaining to Business Licenses by repealing and reserving Section 7-32-1-3201 through 7-32-1-3204, Division 7-32-1, Article 7-32, Lawton City Code, 2015; by removing the scrap metal dealers requirements from Chapter 7, providing for severability and establishing an effective date.

Initiator: Larry Parks, Director

Information Source: Charlotte Brown, Deputy Director

Background:

During a recent review of Chapter 7 of the Lawton City Code, it was determined that the Scrap Metal Dealers section should be relocated under Chapter 16, Offenses and Crimes. The Building Division does not license scrap metal dealers and all the requirements that they must follow are enforced by Lawton Police Department.

This ordinance repeals and reserves the Scrap Metal Dealer requirements from Chapter 7.

Correlation to the True North Statement:

transparency

Exhibit:

Ordinance No. 25-_____
Ordinance No. 25-_____ CLEAN

Key Issues:

n/a

Funding Source:

n/a

Recommended Action:

Approve Ordinance No. 25-_____, waive the reading of the ordinance and read the title only.

ATTACHMENTS:

1. Ordinance No. 25-_____
2. Ordinance No. 25-_____ CLEAN

ORDINANCE NO. 25- _____

AN ORDINANCE PERTAINING TO BUSINESS LICENSES BY REPEALING AND RESERVING SECTIONS 7-32-1-3201, 7-32-1-3202, 7-32-1-3203, 7-32-1-3204, DIVISION 7-32-1, ARTICLE 7-32, CHAPTER 7, LAWTON CITY CODE, 2015; BY REMOVING THE SCRAP METAL DEALERS REQUIREMENTS FROM CHAPTER 7; PROVIDING FOR SEVERABILITY AND ESTABLISHING AN EFFECTIVE DATE.

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

Section 1. Article 7-32 is hereby repealed and reserved to read as follows:

Article 7-32 ~~Scrap Metal Dealers~~ Reserved.

Section 2. Division 7-32-1 is hereby repealed and reserved to read as follows:

Division 7-32-1 ~~Scrap Metal Dealers~~ Reserved.

Section 3. Section 7-32-1-3201 is hereby repealed and reserved to read as follows:

7-32-1-3201 ~~Definitions~~ Reserved.

- A. ~~"Aluminum material" means the metal aluminum or aluminum alloy or anything made of either aluminum or aluminum alloy, except aluminum beverage cans.~~
- B. ~~"Copper material" means the metal copper or copper alloy or anything made of either copper or copper alloy.~~
- C. ~~"Exempted seller" means any person, firm, corporation or municipal corporation which constructs, operates or maintains electric distribution and transmission or communication facilities; or any person, firm or corporation that produces or otherwise acquires any scrap metal regulated by the provisions of this section in the normal course of business as:
 - 1. ~~Mechanical, electrical or plumbing contractor licensed to do business in this state,~~
 - 2. ~~scrap metal dealer (Standard Industrial Classification Codes 5051 or 5093), licensed pursuant to the provisions in this article,~~
 - 3. ~~holder of a farm use tax permit,~~
 - 4. ~~manufacturer,~~
 - 5. ~~distributor, or~~
 - 6. ~~retailer;~~~~
- D. ~~"Scrap metal" means any copper material or aluminum material or any item listed in Section 3203 of this article, offered for sale or resale or purchased by any person, firm or corporation;~~
- E. ~~"Scrap metal dealer" means any person, firm or corporation being an owner, keeper or proprietor of a retail or wholesale business which buys, sells, salvages, processes or otherwise handles scrap metal materials regulated by the provisions of this article; and~~
- F. ~~"Yard" means the place where any scrap metal dealer stores scrap metal materials or keeps such materials for purpose of sale.~~

Section 4. Section 7-32-1-3202 is hereby repealed and reserved to read as follows:

~~7-32-1-3202 Records—Inspection—Purchases Exceeding Thirty-Five Pounds—Copper Wires—Minors—Declarations of Ownership—Vehicle Purchases—False Information by Seller. Reserved.~~

- A. ~~Every scrap metal dealer shall keep a separate book, record or other electronic system as authorized by this article, to record and maintain the following data from any seller of any amount of scrap metal as defined by this article:~~
- ~~1. A legible photocopy of the seller's driver license or other form of government issued photo identification that contains his or her name, address, date of birth, weight and height;~~
 - ~~2. Vehicle description and license tag number of the seller if the vehicle was used to transport the materials being sold;~~
 - ~~3. Date and place of the transaction and the transaction number as provided by the scrap metal dealer;~~
 - ~~4. Description of the items sold and weight of the items as required by the provisions of this section;~~
 - ~~5. Whether the scrap metal is in wire, cable, bar, rod, sheet or tube form;~~
 - ~~6. If any insulation is on the scrap metal, the names and addresses of the persons, groups or corporations from whom seller purchased or obtained the materials; and~~
 - ~~7. If apparent on the scrap metal, the name of the manufacturer and serial number of each item of scrap metal.~~
- B. ~~Records required by this section shall be made available at any time to any member of the Lawton Police Department.~~
- C. ~~Purchases of thirty-five (35) pounds or more of scrap metal containing a manufacturer's serial number or other unique label or mark shall be held separate and apart so that the purchased scrap metal may be readily identifiable from all other purchases for a period of not less than ten (10) days from the date of purchase. During the holding period the scrap metal dealer may not change the form of the purchased scrap metal and shall permit any member of the Lawton Police Department to make inspection of such materials.~~
- D. ~~Purchases of thirty-five (35) pounds or more of scrap metal which does not contain a manufacturer's serial number or other unique label or mark shall either be held for the same time and in the same manner as required by Subsection C of this section; or in the alternative, the scrap metal dealer shall be required to obtain a digital image of the items purchased, the seller of the items, a copy of the bill of sale and a copy of the seller's photo identification. The digital image shall contain a depiction that can reasonably be utilized for identification of the seller and the items sold and captured in the common JPEG format with a minimum resolution of six hundred forty (640) pixels by four hundred eighty (480) pixels. The digital image shall be retained by the purchaser for a minimum of ninety (90) days from the date of purchase. For the purpose of this section a "digital image" means a raster-based two-dimensional, rectangular array of static data elements called pixels, intended for display on a computer monitor or for transformation into another format, such as a printed page.~~
- E. ~~No purchase of any amount of scrap metal from an exempted seller, as defined by Section 7-32-1-3201 of the Lawton City Code, shall be subject to any holding period or digital imaging identification required by subsections C or D of this section.~~
- F. ~~It shall be unlawful for any person to sell or purchase copper material or copper wire from which the actual or apparent insulation or other coating has been burned, melted or exposed~~

to heat or fire resulting in melting some or all of the insulation or coating. This provision shall not apply to sales by or purchases from an exempted seller.

G. ~~It shall be unlawful for any scrap metal dealer to purchase any item from a minor without having first obtained the consent, in writing, of a parent or guardian of such minor. Such written consent shall be kept with the book, record or other electronic recording system required by subsection A of this section and, if requested by a member of the Lawton Police Department, shall be transmitted to the Lawton Police Department and may be kept as a permanent record and made available for public inspection.~~

H. ~~A scrap metal dealer shall obtain from each seller of a scrap metal item regulated by this article, or a parent or guardian on behalf of a minor, a written declaration of ownership containing a legible signature of the seller. The declaration of ownership shall be in the following form and shall appear on the bill of sale or transaction ticket to be completed by the seller in the presence of the purchaser at the time of the transaction:~~

~~"I hereby affirm under penalty of prosecution that I am the rightful owner of the hereon described merchandise; or I am an authorized representative of the rightful owner and affirm that I have been given authority by the rightful owner to sell the hereon described merchandise.~~

Signature

I. ~~If requested by a member of the Lawton Police Department, a scrap metal dealer shall report in writing all purchases of scrap metal as defined by this article within forty-eight (48) hours following such purchase. The report shall contain all the information required by this section and be reported in a manner prescribed by the Chief of Police.~~

J. ~~A scrap metal dealer purchasing a vehicle from any person shall be required to record the information required in subsection A of this section and the make, model, license tag number and vehicle identification number of the purchased vehicle. A person selling a vehicle to a scrap metal dealer shall be required to present to the dealer the title of the vehicle or a verified bill of sale from the owner of the vehicle or other proof of ownership in addition to signing a declaration of ownership as required by subsection H of this section. The provisions of this subsection shall not apply to sales, purchases or other transfer of vehicles between scrap metal dealers and licensed automotive dismantlers and part recyclers.~~

K. ~~The provisions of this article shall not apply to the sale or purchase of aluminum beverage cans for recycling purposes.~~

L. ~~It shall be unlawful for any person to knowingly provide false information with respect to the information required by this section.~~

Section 5. Section 7-32-1-3203 is hereby repealed and reserved to read as follows:

7-32-1-3203 Purchase Restrictions—Regulated Items. Reserved.

A. ~~Scrap metal dealers permitted to do business in this state as required by the Oklahoma Scrap Metal Dealers Act shall not purchase any items listed in subsection B of this section without:~~

- ~~1. Obtaining proof that the seller owns or is authorized to sell the property, by evidence of a receipt of purchase or a bill of sale for the property; and~~
- ~~2. Requiring the seller to sign a written declaration in the form required by subsection H of Section 3202 of this article; or~~

3. — Obtaining proof that the seller is an exempted seller or an employee of an exempted seller, as defined by Section 3201 of this article.
- B. — The following items are regulated by the provision of this article:
1. — Manhole covers, street signs, traffic signs, traffic signals including their fixtures and hardware, or any other identifiable public property;
 2. — Electric light poles, including their fixtures and hardware, electric transmission or distribution cable and wires, and any other hardware associated with electric utility or telecommunication systems;
 3. — Highway guard rails;
 4. — Funeral markers, plaques or funeral vases;
 5. — Historical markers or public artifacts;
 6. — Railroad equipment;
 7. — Any metal item marked with any form of the name, initials or logo of a governmental entity, utility, cemetery or railroad;
 8. — Aluminum or stainless steel containers or bottles designed to contain fuel;
 9. — Metal beer kegs that are clearly marked as being the property of the beer manufacturer;
 10. — Metal bleachers or other seating facilities used in recreational areas or sporting arenas;
 11. — Plumbing or electrical fixtures;
 12. — Tools;
 13. — Machinery or supplies commonly used in the drilling, completing, operating or repairing of oil or gas wells;
 14. — Stainless steel fittings and fixtures commonly used in the operation of car wash facilities;
 15. — Bicycles;
 16. — Lawn mowers;
 17. — Trailers;
 18. — Metal real estate signs; and
 19. — Metal fencing.
- C. — Scrap metal dealers, permitted to do business in this state as required by the Oklahoma Scrap Metal Dealers Act, are prohibited from purchasing the following items from any individual or group unless they are an exempted seller, as defined in Section 7-32-1-3201 of this article.
1. — Copper in any form including copper wire, insulated or un-insulated; copper cable; copper bar; copper rod; copper sheets; copper tube.
 2. — Copper/aluminum material mixtures, such as condensing or evaporating coils.
 3. — Automotive catalytic converters.
- D. — It shall be unlawful for any scrap metal dealer to purchase, sell, or possess any shopping cart(s) or parts of shopping carts.
- F. — The Lawton Police Department will develop a form with the information required by Subsection A of Section 7-32-1-3202, either written or electronic, to be submitted by scrap metal dealers.

Section 6. Section 7-32-1-3204 is hereby repealed and reserved to read as follows:

7-32-1-3204 Penalty. Reserved.

~~A. Any scrap metal dealer or person who violates any provision of this article shall, upon conviction, be guilty of a misdemeanor and shall be punished as provided in Section 1-119 of the Lawton City Code.~~

~~B. Each scrap metal dealer convicted of a violation of this article shall be reported to the Oklahoma Tax Commission by the clerk of the municipal court.~~

Section 7. Severability. If any section, subsection, sentence, clause, phrase, or portion of this ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, said portion shall be deemed a separate, distinct, and independent provision and such holding shall not affect the validity of the remaining portion of this ordinance.

Section 8. Effective Date. The provisions of this ordinance shall become effective thirty days after passing of the ordinance.

ADOPTED and APPROVED by the Council of the City of Lawton, Oklahoma this 2nd day of December, 2025.

STANLEY BOOKER, MAYOR

ATTEST:

DONALYNN BLAZEK-SCHERLER, CITY CLERK

APPROVED as to form and legality this ____ day of _____, 2025.

JARI ASKINS, INTERIM CITY ATTORNEY

ORDINANCE NO. 25-_____

AN ORDINANCE PERTAINING TO BUSINESS LICENSES BY REPEALING AND RESERVING SECTIONS 7-32-1-3201, 7-32-1-3202, 7-32-1-3203, 7-32-1-3204, DIVISION 7-32-1, ARTICLE 7-32, CHAPTER 7, LAWTON CITY CODE, 2015; BY REMOVING THE SCRAP METAL DEALERS REQUIREMENTS FROM CHAPTER 7; PROVIDING FOR SEVERABILITY AND ESTABLISHING AN EFFECTIVE DATE.

BRIEF GIST

This ordinance removes the scrap metal dealer requirements from Chapter 7 of Lawton City Code.

ADOPTED and APPROVED by the Council of the City of Lawton, Oklahoma this 2nd day of December, 2025.

STANLEY BOOKER, MAYOR

ATTEST:

DONALYNN BLAZEK-SCHERLER, CITY CLERK

(Published in the Lawton Constitution this _____ day of _____, 2025.)

ORDINANCE NO. 25-_____

AN ORDINANCE PERTAINING TO BUSINESS LICENSES BY REPEALING AND RESERVING SECTIONS 7-32-1-3201, 7-32-1-3202, 7-32-1-3203, 7-32-1-3204, DIVISION 7-32-1, ARTICLE 7-32, CHAPTER 7, LAWTON CITY CODE, 2015; BY REMOVING THE SCRAP METAL DEALERS REQUIREMENTS FROM CHAPTER 7; PROVIDING FOR SEVERABILITY AND ESTABLISHING AN EFFECTIVE DATE.

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

Section 1. Article 7-32 is hereby repealed and reserved to read as follows:

Article 7-32 Reserved.

Section 2. Division 7-32-1 is hereby repealed and reserved to read as follows:

Division 7-32-1 Reserved.

Section 3. Section 7-32-1-3201 is hereby repealed and reserved to read as follows:

7-32-1-3201 Reserved.

Section 4. Section 7-32-1-3202 is hereby repealed and reserved to read as follows:

7-32-1-3202 Reserved.

Section 5. Section 7-32-1-3203 is hereby repealed and reserved to read as follows:

7-32-1-3203 Reserved.

Section 6. Section 7-32-1-3204 is hereby repealed and reserved to read as follows:

7-32-1-3204 Reserved.

Section 7. Severability. If any section, subsection, sentence, clause, phrase, or portion of this ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, said portion shall be deemed a separate, distinct, and independent provision and such holding shall not affect the validity of the remaining portion of this ordinance.

Section 8. Effective Date. The provisions of this ordinance shall become effective thirty days after passing of the ordinance.

ADOPTED and APPROVED by the Council of the City of Lawton, Oklahoma this 2nd day of December, 2025.

STANLEY BOOKER, MAYOR

ATTEST:

DONALYNN BLAZEK-SCHERLER, CITY CLERK

APPROVED as to form and legality this _____ day of _____, 2025.

JARI ASKINS, INTERIM CITY ATTORNEY

ORDINANCE NO. 25-_____

AN ORDINANCE PERTAINING TO BUSINESS LICENSES BY REPEALING AND RESERVING SECTIONS 7-32-1-3201, 7-32-1-3202, 7-32-1-3203, 7-32-1-3204, DIVISION 7-32-1, ARTICLE 7-32, CHAPTER 7, LAWTON CITY CODE, 2015; BY REMOVING THE SCRAP METAL DEALERS REQUIREMENTS FROM CHAPTER 7; PROVIDING FOR SEVERABILITY AND ESTABLISHING AN EFFECTIVE DATE.

BRIEF GIST

This ordinance removes the scrap metal dealer requirements from Chapter 7 of Lawton City Code.

ADOPTED and APPROVED by the Council of the City of Lawton, Oklahoma this 2nd day of December, 2025.

STANLEY BOOKER, MAYOR

ATTEST:

DONALYNN BLAZEK-SCHERLER, CITY CLERK

(Published in the Lawton Constitution this _____ day of _____, 2025.)

Item Title:

Consider approving an Ordinance pertaining to Offenses and Crimes, by creating Sections 16-5-5-501 through 16-5-5-504, Division 16-5-5, Article 16-5, Chapter 16, Lawton City Code, 2015; by moving the requirements for the scrap metal dealers from Chapter 7 to Chapter 16 of the Code, adding the City of Lawton as an exempted seller, providing for severability and establishing an effective date.

Initiator: Larry Parks, Director

Information Source: Charlotte Brown, Deputy Director, William Hines, Deputy Chief

Background:

This ordinance is a companion item to the previous one. This ordinance creates the Scrap Metal Dealer requirements in Chapter 16. The only addition to what was previously in the Code, is the addition of the City of Lawton as an exempted seller.

Correlation to the True North Statement:

transparency

Exhibit:

Ordinance No. 25-____

Ordinance No. 25-____ CLEAN

Key Issues:

n/a

Funding Source:

n/a

Recommended Action:

Approve Ordinance No. 25-____, waive the reading of the ordinance, read the title only.

ATTACHMENTS:

1. Ordinance No. 25-____
2. Ordinance No. 25-____ CLEAN

ORDINANCE NO. 25- _____

AN ORDINANCE PERTAINING TO OFFENSES AND CRIMES, BY CREATING SECTIONS 16-5-5-501, 16-5-5-502, 16-5-5-503, 16-5-5-504, DIVISION 16-5-5, ARTICLE 16-5, CHAPTER 16, LAWTON CITY CODE, 2015; BY MOVING THE REQUIREMENTS FOR SCRAP METAL DEALERS FROM CHAPTER 7 TO CHAPTER 16 OF THE CODE, ADDING THE CITY OF LAWTON AS AN EXEMPTED SELLER; PROVIDING FOR SEVERABILITY AND ESTABLISHING AN EFFECTIVE DATE.

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

Section 1. Article 16-5 is hereby created to read as follows:

Article 16-5 Scrap Metal Dealers

Section 2. Division 16-5-5 is hereby created to read as follows:

Division 16-5-5 Scrap Metal Dealers

Section 3. Section 16-5-5-501 is hereby created to read as follows:

16-5-5-501 Definitions.

- A. "Aluminum material" means the metal aluminum or aluminum alloy or anything made of either aluminum or aluminum alloy, except aluminum beverage cans.
- B. "Copper material" means the metal copper or copper alloy or anything made of either copper or copper alloy.
- C. "Exempted seller" means any person, firm, corporation or municipal corporation which constructs, operates or maintains electric distribution and transmission or communication facilities; or any person, firm or corporation that produces or otherwise acquires any scrap metal regulated by the provisions of this section in the normal course of business as:
 - 1. Mechanical, electrical or plumbing contractor licensed to do business in this state,
 - 2. scrap metal dealer (Standard Industrial Classification Codes 5051 or 5093), licensed pursuant to the provisions in this article,
 - 3. holder of a farm-use tax permit,
 - 4. manufacturer,
 - 5. distributor,
 - 6. retailer, or
 - 7. City of Lawton;
- D. "Scrap metal" means any copper material or aluminum material or any item listed in Section 16-5-5-503, offered for sale or resale or purchased by any person, firm or corporation;
- E. "Scrap metal dealer" means any person, firm or corporation being an owner, keeper or proprietor of a retail or wholesale business which buys, sells, salvages, processes or otherwise handles scrap metal materials regulated by the provisions of this article; and
- F. "Yard" means the place where any scrap metal dealer stores scrap metal materials or keeps such materials for purpose of sale.

Section 4. Section 16-5-5-502 is hereby created to read as follows:

16-5-5-502 Records—Inspection—Purchases Exceeding Thirty-Five Pounds—Copper Wires—Minors—Declarations of Ownership—Vehicle Purchases—False Information by Seller.

- A. Every scrap metal dealer shall keep a separate book, record or other electronic system as authorized by this article, to record and maintain the following data from any seller of any amount of scrap metal as defined by this article:
 - 1. A legible photocopy of the seller's driver license or other form of government issued photo identification that contains his or her name, address, date of birth, weight and height;
 - 2. Vehicle description and license tag number of the seller if the vehicle was used to transport the materials being sold;
 - 3. Date and place of the transaction and the transaction number as provided by the scrap metal dealer;
 - 4. Description of the items sold and weight of the items as required by the provisions of this section;
 - 5. Whether the scrap metal is in wire, cable, bar, rod, sheet or tube form;
 - 6. If any insulation is on the scrap metal, the names and addresses of the persons, groups or corporations from whom seller purchased or obtained the materials; and
 - 7. If apparent on the scrap metal, the name of the manufacturer and serial number of each item of scrap metal.
- B. Records required by this section shall be made available at any time to any member of the Lawton Police Department.
- C. Purchases of thirty-five (35) pounds or more of scrap metal containing a manufacturer's serial number or other unique label or mark shall be held separate and apart so that the purchased scrap metal may be readily identifiable from all other purchases for a period of not less than ten (10) days from the date of purchase. During the holding period the scrap metal dealer may not change the form of the purchased scrap metal and shall permit any member of the Lawton Police Department to make inspection of such materials.
- D. Purchases of thirty-five (35) pounds or more of scrap metal which does not contain a manufacturer's serial number or other unique label or mark shall either be held for the same time and in the same manner as required by Subsection C of this section; or in the alternative, the scrap metal dealer shall be required to obtain a digital image of the items purchased, the seller of the items, a copy of the bill of sale and a copy of the seller's photo identification. The digital image shall contain a depiction that can reasonably be utilized for identification of the seller and the items sold and captured in the common JPEG format with a minimum resolution of six hundred forty (640) pixels by four hundred eighty (480) pixels. The digital image shall be retained by the purchaser for a minimum of ninety (90) days from the date of purchase. For the purpose of this section a "digital image" means a raster-based two-dimensional, rectangular array of static data elements called pixels, intended for display on a computer monitor or for transformation into another format, such as a printed page.
- E. No purchase of any amount of scrap metal from an exempted seller, as defined by Section 16-5-5-501, shall be subject to any holding period or digital imaging identification required by subsections C or D of this section.
- F. It shall be unlawful for any person to sell or purchase copper material or copper wire from which the actual or apparent insulation or other coating has been burned, melted or exposed

to heat or fire resulting in melting some or all of the insulation or coating. This provision shall not apply to sales by or purchases from an exempted seller.

- G. It shall be unlawful for any scrap metal dealer to purchase any item from a minor without having first obtained the consent, in writing, of a parent or guardian of such minor. Such written consent shall be kept with the book, record or other electronic recording system required by subsection A of this section and, if requested by a member of the Lawton Police Department, shall be transmitted to the Lawton Police Department and may be kept as a permanent record and made available for public inspection.
- H. A scrap metal dealer shall obtain from each seller of a scrap metal item regulated by this article, or a parent or guardian on behalf of a minor, a written declaration of ownership containing a legible signature of the seller. The declaration of ownership shall be in the following form and shall appear on the bill of sale or transaction ticket to be completed by the seller in the presence of the purchaser at the time of the transaction:
"I hereby affirm under penalty of prosecution that I am the rightful owner of the hereon described merchandise; or I am an authorized representative of the rightful owner and affirm that I have been given authority by the rightful owner to sell the hereon described merchandise.
- Signature
- I. If requested by a member of the Lawton Police Department, a scrap metal dealer shall report in writing all purchases of scrap metal as defined by this article within forty-eight (48) hours following such purchase. The report shall contain all the information required by this section and be reported in a manner prescribed by the Chief of Police.
- J. A scrap metal dealer purchasing a vehicle from any person shall be required to record the information required in subsection A of this section and the make, model, license tag number and vehicle identification number of the purchased vehicle. A person selling a vehicle to a scrap metal dealer shall be required to present to the dealer the title of the vehicle or a verified bill of sale from the owner of the vehicle or other proof of ownership in addition to signing a declaration of ownership as required by subsection H of this section. The provisions of this subsection shall not apply to sales, purchases or other transfer of vehicles between scrap metal dealers and licensed automotive dismantlers and part recyclers.
- K. The provisions of this article shall not apply to the sale or purchase of aluminum beverage cans for recycling purposes.
- L. It shall be unlawful for any person to knowingly provide false information with respect to the information required by this section.

Section 4. Section 16-5-5-503 is hereby created to read as follows:

16-5-5-503 Purchase Restrictions—Regulated Items.

- A. Scrap metal dealers permitted to do business in this state as required by the Oklahoma Scrap Metal Dealers Act shall not purchase any items listed in subsection B of this section without:
1. Obtaining proof that the seller owns or is authorized to sell the property, by evidence of a receipt of purchase or a bill of sale for the property; and
 2. Requiring the seller to sign a written declaration in the form required by subsection H of Section 16-5-5-502; or

3. Obtaining proof that the seller is an exempted seller or an employee of an exempted seller, as defined by Section 16-5-5-501.
- B. The following items are regulated by the provision of this article:
1. Manhole covers, street signs, traffic signs, traffic signals including their fixtures and hardware, or any other identifiable public property;
 2. Electric light poles, including their fixtures and hardware, electric transmission or distribution cable and wires, and any other hardware associated with electric utility or telecommunication systems;
 3. Highway guard rails;
 4. Funeral markers, plaques or funeral vases;
 5. Historical markers or public artifacts;
 6. Railroad equipment;
 7. Any metal item marked with any form of the name, initials or logo of a governmental entity, utility, cemetery or railroad;
 8. Aluminum or stainless steel containers or bottles designed to contain fuel;
 9. Metal beer kegs that are clearly marked as being the property of the beer manufacturer;
 10. Metal bleachers or other seating facilities used in recreational areas or sporting arenas;
 11. Plumbing or electrical fixtures;
 12. Tools;
 13. Machinery or supplies commonly used in the drilling, completing, operating or repairing of oil or gas wells;
 14. Stainless steel fittings and fixtures commonly used in the operation of car wash facilities;
 15. Bicycles;
 16. Lawn mowers;
 17. Trailers;
 18. Metal real estate signs; and
 19. Metal fencing.
- C. Scrap metal dealers, permitted to do business in this state as required by the Oklahoma Scrap Metal Dealers Act, are prohibited from purchasing the following items from any individual or group unless they are an exempted seller, as defined in Section 7-32-1-3201 of this article.
1. Copper in any form including copper wire, insulated or un-insulated; copper cable; copper bar; copper rod; copper sheets; copper tube.
 2. Copper/aluminum material mixtures, such as condensing or evaporating coils.
 3. Automotive catalytic converters.
- D. It shall be unlawful for any scrap metal dealer to purchase, sell, or possess any shopping cart(s) or parts of shopping carts, unless the seller of the cart is/was the owning commercial entity of said cart or the City of Lawton. An invoice shall be kept on file for the duration that the shopping cart is in possession of the scrap metal dealer or the length of time required by law, whichever is greater.
- F. The Lawton Police Department will develop a form with the information required by Subsection A of Section 16-5-5-502, either written or electronic, to be submitted by scrap metal dealers.

Section 5. Section 16-5-5-504 is hereby created to read as follows:

16-5-5-504 Penalty.

- A. Any scrap metal dealer or person who violates any provision of this article shall, upon conviction, be guilty of a misdemeanor and shall be punished as provided in Section 1-1-119 of the Lawton City Code.
- B. Each scrap metal dealer convicted of a violation of this article shall be reported to the Oklahoma Tax Commission by the clerk of the municipal court.

Section 6. Severability. If any section, subsection, sentence, clause, phrase, or portion of this ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, said portion shall be deemed a separate, distinct, and independent provision and such holding shall not affect the validity of the remaining portion of this ordinance.

Section 7. Effective Date. The provisions of this ordinance shall become effective thirty days after passing of the ordinance.

ADOPTED and APPROVED by the Council of the City of Lawton, Oklahoma this 2nd day of December, 2025.

STANLEY BOOKER, MAYOR

ATTEST:

DONALYNN BLAZEK-SCHERLER, CITY CLERK

APPROVED as to form and legality this _____ day of _____, 2025.

JARI ASKINS, INTERIM CITY ATTORNEY

ORDINANCE NO. 24- _____

AN ORDINANCE PERTAINING TO OFFENSES AND CRIMES, BY CREATING SECTIONS 16-5-5-501, 16-5-5-502, 16-5-5-503, 16-5-5-504, DIVISION 16-5-5, ARTICLE 16-5, CHAPTER 16, LAWTON CITY CODE, 2015; BY MOVING THE REQUIREMENTS FOR SCRAP METAL DEALERS FROM CHAPTER 7 TO CHAPTER 16 OF THE CODE, ADDING THE CITY OF LAWTON AS AN EXEMPTED SELLER; PROVIDING FOR SEVERABILITY AND ESTABLISHING AN EFFECTIVE DATE.

BRIEF GIST

This ordinance moves the information from Scrap metal dealers from Chapter 7 to Chapter 16 of Lawton City Code and adds the City of Lawton as an exempted seller.

ADOPTED and APPROVED by the Council of the City of Lawton, Oklahoma this 2nd day of December, 2025.

STANLEY BOOKER, MAYOR

ATTEST:

DONALYNN BLAZEK-SCHERLER, CITY CLERK

(Published in the Lawton Constitution this _____ day of _____, 2025.)

ORDINANCE NO. 25- _____

AN ORDINANCE PERTAINING TO OFFENSES AND CRIMES, BY CREATING SECTIONS 16-5-5-501, 16-5-5-502, 16-5-5-503, 16-5-5-504, DIVISION 16-5-5, ARTICLE 16-5, CHAPTER 16, LAWTON CITY CODE, 2015; BY MOVING THE REQUIREMENTS FOR SCRAP METAL DEALERS FROM CHAPTER 7 TO CHAPTER 16 OF THE CODE, ADDING THE CITY OF LAWTON AS AN EXEMPTED SELLER; PROVIDING FOR SEVERABILITY AND ESTABLISHING AN EFFECTIVE DATE.

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

Section 1. Article 16-5 is hereby created to read as follows:

Article 16-5 Scrap Metal Dealers

Section 2. Division 16-5-5 is hereby created to read as follows:

Division 16-5-5 Scrap Metal Dealers

Section 3. Section 16-5-5-501 is hereby created to read as follows:

16-5-5-501 Definitions.

- A. "Aluminum material" means the metal aluminum or aluminum alloy or anything made of either aluminum or aluminum alloy, except aluminum beverage cans.
- B. "Copper material" means the metal copper or copper alloy or anything made of either copper or copper alloy.
- C. "Exempted seller" means any person, firm, corporation or municipal corporation which constructs, operates or maintains electric distribution and transmission or communication facilities; or any person, firm or corporation that produces or otherwise acquires any scrap metal regulated by the provisions of this section in the normal course of business as:
 - 1. Mechanical, electrical or plumbing contractor licensed to do business in this state,
 - 2. scrap metal dealer (Standard Industrial Classification Codes 5051 or 5093), licensed pursuant to the provisions in this article,
 - 3. holder of a farm-use tax permit,
 - 4. manufacturer,
 - 5. distributor,
 - 6. retailer, or
 - 7. City of Lawton;
- D. "Scrap metal" means any copper material or aluminum material or any item listed in Section 16-5-5-503, offered for sale or resale or purchased by any person, firm or corporation;
- E. "Scrap metal dealer" means any person, firm or corporation being an owner, keeper or proprietor of a retail or wholesale business which buys, sells, salvages, processes or otherwise handles scrap metal materials regulated by the provisions of this article; and
- F. "Yard" means the place where any scrap metal dealer stores scrap metal materials or keeps such materials for purpose of sale.

Section 4. Section 16-5-5-502 is hereby created to read as follows:

16-5-5-502 Records—Inspection—Purchases Exceeding Thirty-Five Pounds—Copper Wires—Minors—Declarations of Ownership—Vehicle Purchases—False Information by Seller.

- A. Every scrap metal dealer shall keep a separate book, record or other electronic system as authorized by this article, to record and maintain the following data from any seller of any amount of scrap metal as defined by this article:
 - 1. A legible photocopy of the seller's driver license or other form of government issued photo identification that contains his or her name, address, date of birth, weight and height;
 - 2. Vehicle description and license tag number of the seller if the vehicle was used to transport the materials being sold;
 - 3. Date and place of the transaction and the transaction number as provided by the scrap metal dealer;
 - 4. Description of the items sold and weight of the items as required by the provisions of this section;
 - 5. Whether the scrap metal is in wire, cable, bar, rod, sheet or tube form;
 - 6. If any insulation is on the scrap metal, the names and addresses of the persons, groups or corporations from whom seller purchased or obtained the materials; and
 - 7. If apparent on the scrap metal, the name of the manufacturer and serial number of each item of scrap metal.
- B. Records required by this section shall be made available at any time to any member of the Lawton Police Department.
- C. Purchases of thirty-five (35) pounds or more of scrap metal containing a manufacturer's serial number or other unique label or mark shall be held separate and apart so that the purchased scrap metal may be readily identifiable from all other purchases for a period of not less than ten (10) days from the date of purchase. During the holding period the scrap metal dealer may not change the form of the purchased scrap metal and shall permit any member of the Lawton Police Department to make inspection of such materials.
- D. Purchases of thirty-five (35) pounds or more of scrap metal which does not contain a manufacturer's serial number or other unique label or mark shall either be held for the same time and in the same manner as required by Subsection C of this section; or in the alternative, the scrap metal dealer shall be required to obtain a digital image of the items purchased, the seller of the items, a copy of the bill of sale and a copy of the seller's photo identification. The digital image shall contain a depiction that can reasonably be utilized for identification of the seller and the items sold and captured in the common JPEG format with a minimum resolution of six hundred forty (640) pixels by four hundred eighty (480) pixels. The digital image shall be retained by the purchaser for a minimum of ninety (90) days from the date of purchase. For the purpose of this section a "digital image" means a raster-based two-dimensional, rectangular array of static data elements called pixels, intended for display on a computer monitor or for transformation into another format, such as a printed page.
- E. No purchase of any amount of scrap metal from an exempted seller, as defined by Section 16-5-5-501, shall be subject to any holding period or digital imaging identification required by subsections C or D of this section.
- F. It shall be unlawful for any person to sell or purchase copper material or copper wire from which the actual or apparent insulation or other coating has been burned, melted or exposed

to heat or fire resulting in melting some or all of the insulation or coating. This provision shall not apply to sales by or purchases from an exempted seller.

- G. It shall be unlawful for any scrap metal dealer to purchase any item from a minor without having first obtained the consent, in writing, of a parent or guardian of such minor. Such written consent shall be kept with the book, record or other electronic recording system required by subsection A of this section and, if requested by a member of the Lawton Police Department, shall be transmitted to the Lawton Police Department and may be kept as a permanent record and made available for public inspection.
- H. A scrap metal dealer shall obtain from each seller of a scrap metal item regulated by this article, or a parent or guardian on behalf of a minor, a written declaration of ownership containing a legible signature of the seller. The declaration of ownership shall be in the following form and shall appear on the bill of sale or transaction ticket to be completed by the seller in the presence of the purchaser at the time of the transaction:
"I hereby affirm under penalty of prosecution that I am the rightful owner of the hereon described merchandise; or I am an authorized representative of the rightful owner and affirm that I have been given authority by the rightful owner to sell the hereon described merchandise.

Signature

- I. If requested by a member of the Lawton Police Department, a scrap metal dealer shall report in writing all purchases of scrap metal as defined by this article within forty-eight (48) hours following such purchase. The report shall contain all the information required by this section and be reported in a manner prescribed by the Chief of Police.
- J. A scrap metal dealer purchasing a vehicle from any person shall be required to record the information required in subsection A of this section and the make, model, license tag number and vehicle identification number of the purchased vehicle. A person selling a vehicle to a scrap metal dealer shall be required to present to the dealer the title of the vehicle or a verified bill of sale from the owner of the vehicle or other proof of ownership in addition to signing a declaration of ownership as required by subsection H of this section. The provisions of this subsection shall not apply to sales, purchases or other transfer of vehicles between scrap metal dealers and licensed automotive dismantlers and part recyclers.
- K. The provisions of this article shall not apply to the sale or purchase of aluminum beverage cans for recycling purposes.
- L. It shall be unlawful for any person to knowingly provide false information with respect to the information required by this section.

Section 4. Section 16-5-5-503 is hereby created to read as follows:

16-5-5-503 Purchase Restrictions—Regulated Items.

- A. Scrap metal dealers permitted to do business in this state as required by the Oklahoma Scrap Metal Dealers Act shall not purchase any items listed in subsection B of this section without:
 - 1. Obtaining proof that the seller owns or is authorized to sell the property, by evidence of a receipt of purchase or a bill of sale for the property; and
 - 2. Requiring the seller to sign a written declaration in the form required by subsection H of Section 16-5-5-502; or

3. Obtaining proof that the seller is an exempted seller or an employee of an exempted seller, as defined by Section 16-5-5-501.
- B. The following items are regulated by the provision of this article:
1. Manhole covers, street signs, traffic signs, traffic signals including their fixtures and hardware, or any other identifiable public property;
 2. Electric light poles, including their fixtures and hardware, electric transmission or distribution cable and wires, and any other hardware associated with electric utility or telecommunication systems;
 3. Highway guard rails;
 4. Funeral markers, plaques or funeral vases;
 5. Historical markers or public artifacts;
 6. Railroad equipment;
 7. Any metal item marked with any form of the name, initials or logo of a governmental entity, utility, cemetery or railroad;
 8. Aluminum or stainless steel containers or bottles designed to contain fuel;
 9. Metal beer kegs that are clearly marked as being the property of the beer manufacturer;
 10. Metal bleachers or other seating facilities used in recreational areas or sporting arenas;
 11. Plumbing or electrical fixtures;
 12. Tools;
 13. Machinery or supplies commonly used in the drilling, completing, operating or repairing of oil or gas wells;
 14. Stainless steel fittings and fixtures commonly used in the operation of car wash facilities;
 15. Bicycles;
 16. Lawn mowers;
 17. Trailers;
 18. Metal real estate signs; and
 19. Metal fencing.
- C. Scrap metal dealers, permitted to do business in this state as required by the Oklahoma Scrap Metal Dealers Act, are prohibited from purchasing the following items from any individual or group unless they are an exempted seller, as defined in Section 7-32-1-3201 of this article.
1. Copper in any form including copper wire, insulated or un-insulated; copper cable; copper bar; copper rod; copper sheets; copper tube.
 2. Copper/aluminum material mixtures, such as condensing or evaporating coils.
 3. Automotive catalytic converters.
- D. It shall be unlawful for any scrap metal dealer to purchase, sell, or possess any shopping cart(s) or parts of shopping carts, unless the seller of the cart is/was the owning commercial entity of said cart or the City of Lawton. An invoice shall be kept on file for the duration that the shopping cart is in possession of the scrap metal dealer or the length of time required by law, whichever is greater.
- F. The Lawton Police Department will develop a form with the information required by Subsection A of Section 16-5-5-502, either written or electronic, to be submitted by scrap metal dealers.

Section 5. Section 16-5-5-504 is hereby created to read as follows:

16-5-5-504 Penalty.

- A. Any scrap metal dealer or person who violates any provision of this article shall, upon conviction, be guilty of a misdemeanor and shall be punished as provided in Section 1-1-119 of the Lawton City Code.
- B. Each scrap metal dealer convicted of a violation of this article shall be reported to the Oklahoma Tax Commission by the clerk of the municipal court.

Section 6. Severability. If any section, subsection, sentence, clause, phrase, or portion of this ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, said portion shall be deemed a separate, distinct, and independent provision and such holding shall not affect the validity of the remaining portion of this ordinance.

Section 7. Effective Date. The provisions of this ordinance shall become effective thirty days after passing of the ordinance.

ADOPTED and APPROVED by the Council of the City of Lawton, Oklahoma this 2nd day of December, 2025.

STANLEY BOOKER, MAYOR

ATTEST:

DONALYNN BLAZEK-SCHERLER, CITY CLERK

APPROVED as to form and legality this _____ day of _____, 2025.

JARI ASKINS, INTERIM CITY ATTORNEY

ORDINANCE NO. 24-_____

AN ORDINANCE PERTAINING TO OFFENSES AND CRIMES, BY CREATING SECTIONS 16-5-5-501, 16-5-5-502, 16-5-5-503, 16-5-5-504, DIVISION 16-5-5, ARTICLE 16-5, CHAPTER 16, LAWTON CITY CODE, 2015; BY MOVING THE REQUIREMENTS FOR SCRAP METAL DEALERS FROM CHAPTER 7 TO CHAPTER 16 OF THE CODE, ADDING THE CITY OF LAWTON AS AN EXEMPTED SELLER; PROVIDING FOR SEVERABILITY AND ESTABLISHING AN EFFECTIVE DATE.

BRIEF GIST

This ordinance moves the information from Scrap metal dealers from Chapter 7 to Chapter 16 of Lawton City Code and adds the City of Lawton as an exempted seller.

ADOPTED and APPROVED by the Council of the City of Lawton, Oklahoma this 2nd day of December, 2025.

STANLEY BOOKER, MAYOR

ATTEST:

DONALYNN BLAZEK-SCHERLER, CITY CLERK

(Published in the Lawton Constitution this _____ day of _____, 2025.)

Item Title:

Consider approving a resolution amending Appendix A, Schedule of Fees and Charges, Lawton City Code, 2015, as amended, by establishing fees for the collection and storage of abandoned shopping carts and establishing an effective date.

Initiator: Stan Booker, Mayor

Information Source: Michael Watrous, Director

Background:

On 11 November, Council passed a resolution declaring abandoned shopping carts as a nuisance. In 19 November, The Council Fee and Rate Committee met to discuss the fee's for abating said nuisance and recommended approval of the fee resolution.

Correlation to the True North Statement:

Safety, Citizen

Exhibit:

Fee Resolution

Key Issues:

This fee is to require businesses to take an active role in the cleanup of the community once notified that their property has been located.

Funding Source:

N/A

Recommended Action:

Approve a resolution amending Appendix A, Schedule of Fees and Charges, Lawton City Code, 2015, as amended, by establishing fees for the collection and storage of abandoned shopping carts and establishing an effective date.

ATTACHMENTS:

1. Shopping Cart Fee Resolution

RESOLUTION NO. 25-_____

A RESOLUTION ESTABLISHING ARTICLE A-22-4, CHAPTER A-22, APPENDIX A, SCHEDULE OF FEES AND CHARGES, LAWTON CITY CODE, 2015, PERTAINING TO NUISANCE AND HEALTH, BY ADDING ABATEMENT FEES FOR SHOPPING CART REQUIREMENTS

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

WHEREAS, shopping carts have been declared a public nuisance by City Council;

WHEREAS, certain fees are required to abate such nuisances when not resolved by the retail entity;

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

SECTION 1. Article A-22-4 is hereby amended as follows:

Article A-22-4 - Refuse.

GENERAL FEES AND CHARGES

A-22-4 Refuse

22-404	Refuse collection or disposal permit, per vehicle annually	\$21.95
22-409	Spotting fee, per container	60.60 per 2, 4, 6 or 8 cubic yard container 121.25 per 20 cubic yard open top container
22-410	Special collection of non-approved items, with excess weight or items not in city container. Charges based on time vehicle is out of yard. Per hour/1-hour minimum	133.35
22-415	Annual lease of an additional 95-gallon container, per month	6.10

22-415	Fee for replacement of lost or stolen container	60.60
<u>22-4-1-410</u>	<u>Abandoned Cart Retrieval</u>	<u>\$50 per cart</u>
<u>22-4-1-410</u>	<u>Abandoned Cart Storage</u>	<u>Free for the first 7 Calendar days, \$5/day for up to 30 days, not to exceed \$50 after</u>

ADOPTED and APPROVED by the Mayor and Council of the City of Lawton this ____ day of _____ 2025.

STANLEY BOOKER, MAYOR

ATTEST:

DONALYNN BLAZEK-SCHERLER, CITY CLERK

APPROVED as to form and legality this ____ day of _____, 2025.

TIMOTHY WILSON, INTERIM CITY ATTORNEY

Item Title:

Consider holding a public hearing and approving a certificate for a Use Permitted on Review request to allow the construction of a townhouse development on Lots 13–18, Block 14, College Addition, located at 2614, 2616, 2618, 2620, 2622, and 2624 SW D Avenue, Lawton, OK 73505, waiving two of the townhouse development requirements per the City Planning Commission's recommendation, and take appropriate action as deemed necessary.

Initiator: Christine James, Director

Information Source: Kameron Good, Planning - Senior Planner

Background:

An application has been submitted by Incorp USA Enterprises LLC requesting a Use Permitted on Review (UPOR) to allow a townhouse development on Lots 13–18, Block 14, College Addition. The proposed development will consist of six (6) townhouse units, each located on its own lot, with individual addresses of 2614, 2616, 2618, 2620, 2622, and 2624 SW D Avenue, Lawton, OK 73505. The subject property is zoned R-3, Multiple-Family Dwelling District, where townhouse developments are permitted with Planning Commission's approval of a Use Permitted on Review in accordance with Section 18-4-1-418 of the Lawton City Code. A townhouse is defined as a single-family dwelling unit constructed on its own separate lot, attached to no more than nine other townhouse units, and extending from ground to roof with separate front and rear entrances and a private outdoor area. Townhouse developments must include private yards, common open space, required parking, and access to either public or private streets or drives, along with necessary infrastructure improvements. Per Section 18-4-1-418, the development must also meet the following criteria:

Setbacks: A minimum 25-foot front yard setback from the right-of-way line; 10 feet between buildings; and a 25-foot building setback along the exterior boundary of the development.

Coverage: Townhouses and accessory buildings may not exceed 80% lot coverage, and each lot must include a private yard or patio of at least 20% of the lot area.

Density: In the R-3 district, townhouse developments may not exceed 10 dwelling units per gross acre.

Open Space: Each townhouse lot must have access to required common open space, with active recreation space provided and maintained in perpetuity by an appropriate entity such as a homeowners' association.

Infrastructure: Developments may include public or private streets and drives, provided private streets are built to city standards and identified as such at each entrance.

Parking: Parking spaces must be located within 150 feet of the dwelling unit served.

Addressing: Townhouses will be addressed in accordance with the City's addressing policy from the adjacent public street.

This request aligns with the intent of Section 18-4-1-418 to provide flexible, high-quality attached housing options within appropriately zoned residential districts. The request does not have the 25-foot building setback along the exterior boundary of the development nor the common open space.

The City Planning Commission held a public hearing on November 6, 2025, and recommended approval with a vote of 8-0 and also recommended the waiving of two townhouse requirements:

-There shall be a twenty-five-foot building setback applied to the exterior boundary of the townhouse development.

-Each townhouse lot must have access to required common open space, with active recreation space provided and maintained in perpetuity by an appropriate entity such as a homeowners' association.

Notice of Public Hearing was mailed to 20 property owners within 300 feet of the subject property on November 10, 2025, and published in The Lawton Constitution on November 16, 2025.

Correlation to the True North Statement:

Exhibit:

UPOR Certificate

Location Map

Site Plan

Mailing Notice

Newspaper Notice

Key Issues:

N/A

Funding Source:

N/A

Recommended Action:

Hold a public hearing and approve a certificate for a Use Permitted on Review request to allow the construction of a townhouse development on Lots 13–18, Block 14, College Addition, located at 2614, 2616, 2618, 2620, 2622, and 2624 SW D Avenue, Lawton, OK 73505, waive two of the townhouse development requirements per the City Planning Commission's recommendation.

ATTACHMENTS:

1. UPOR Certificate

2. Location Map- 2614- 2624 SW D Avenue UPOR
3. Site Plan
4. Executed CC Notice UPOR 11.10.2025
5. Executed CC Newspaper UPOR 11.10.2025 Notice

CERTIFICATE
CITY COUNCIL
APPROVAL OF A USE PERMITTED ON REVIEW

I, Stanley Booker, Mayor of the City of Lawton, County of Comanche, State of Oklahoma, do hereby certify that on the 2nd day of December, 2025, the Lawton City Council approved a Use Permitted on Review pursuant to Section 18-1-1-113, Chapter 18, Lawton City Code, 2015 for the property more specifically described below:

Lots 13–18, Block 14, College Addition

Approved Use: The construction of a townhouse development.

The attached approved site plan is binding and made part of this Use Permitted on Review and shall only be revised in accordance with Section 18-1-1-114.1, Lawton City Code, 2015.

The above listed approved use must be established within five (5) years after the council approval. In any case where the use permitted on review is not activated within the specified time limit or where the use permitted on review has been discontinued for one year, then the authority for such use permitted on review ceases to exist, and the owner must reapply in order to establish or re-establish said use permitted on review.

CITY OF LAWTON,
a Municipal Corporation

Stanley Booker, MAYOR

ACKNOWLEDGEMENT

STATE OF OKLAHOMA)
) SS
COUNTY OF COMANCHE)

Before me, the undersigned, a Notary Public in and for said County and State on this _____ day of _____, 2025, personally appeared Stanley Booker to me known to be the identical person who executed the within and foregoing instrument as its Mayor, and

acknowledged to me that they executed the same as their free and voluntary act and deed and as the free and voluntary act of such corporation for the uses and purposes therein set forth.

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

SEAL

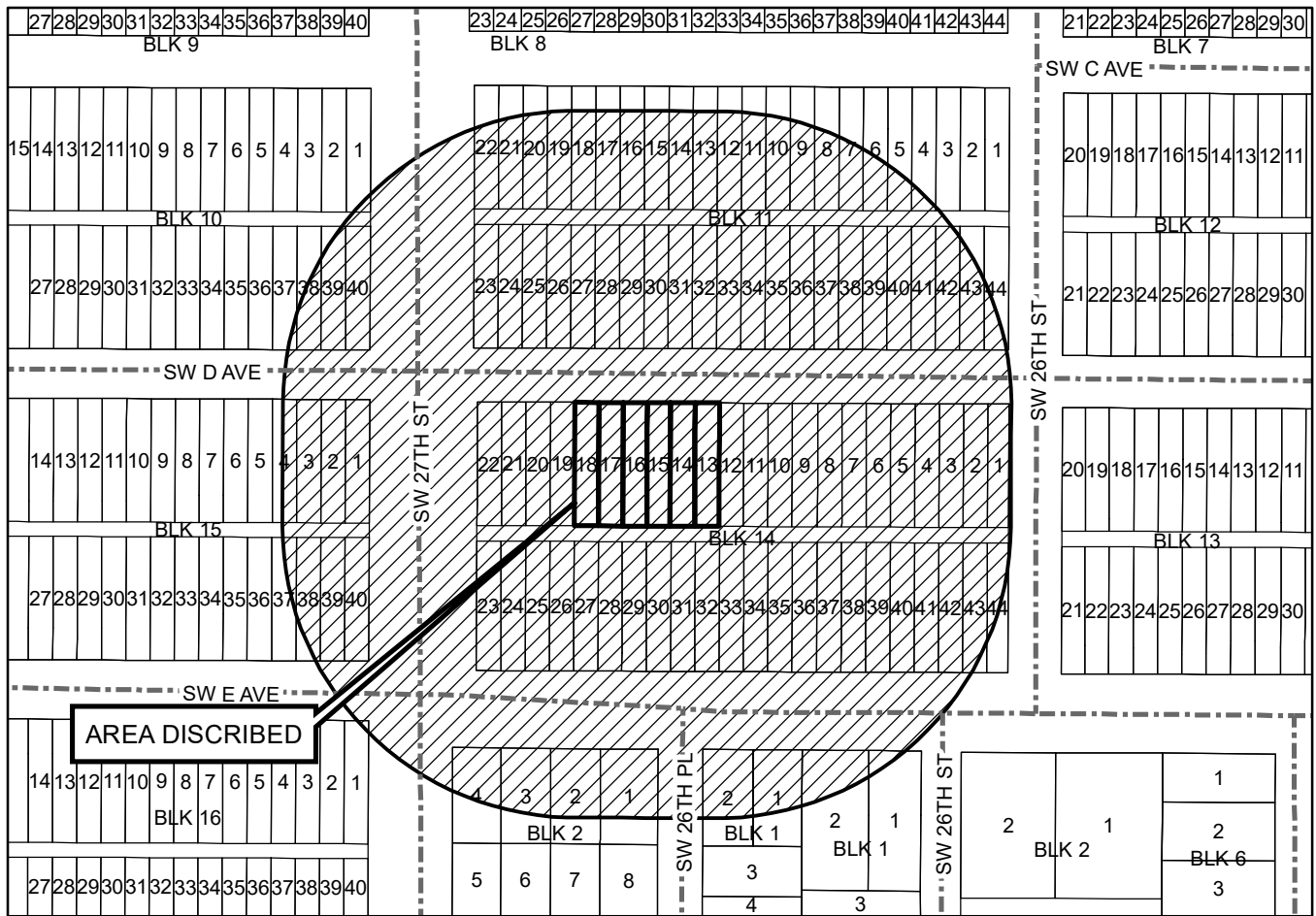
NOTARY PUBLIC

Commission Expires: _____

Commission Number: _____

APPROVED as to form and legality on this _____ day of _____, 2025.

Jari Askins, INTERIM CITY ATTORNEY



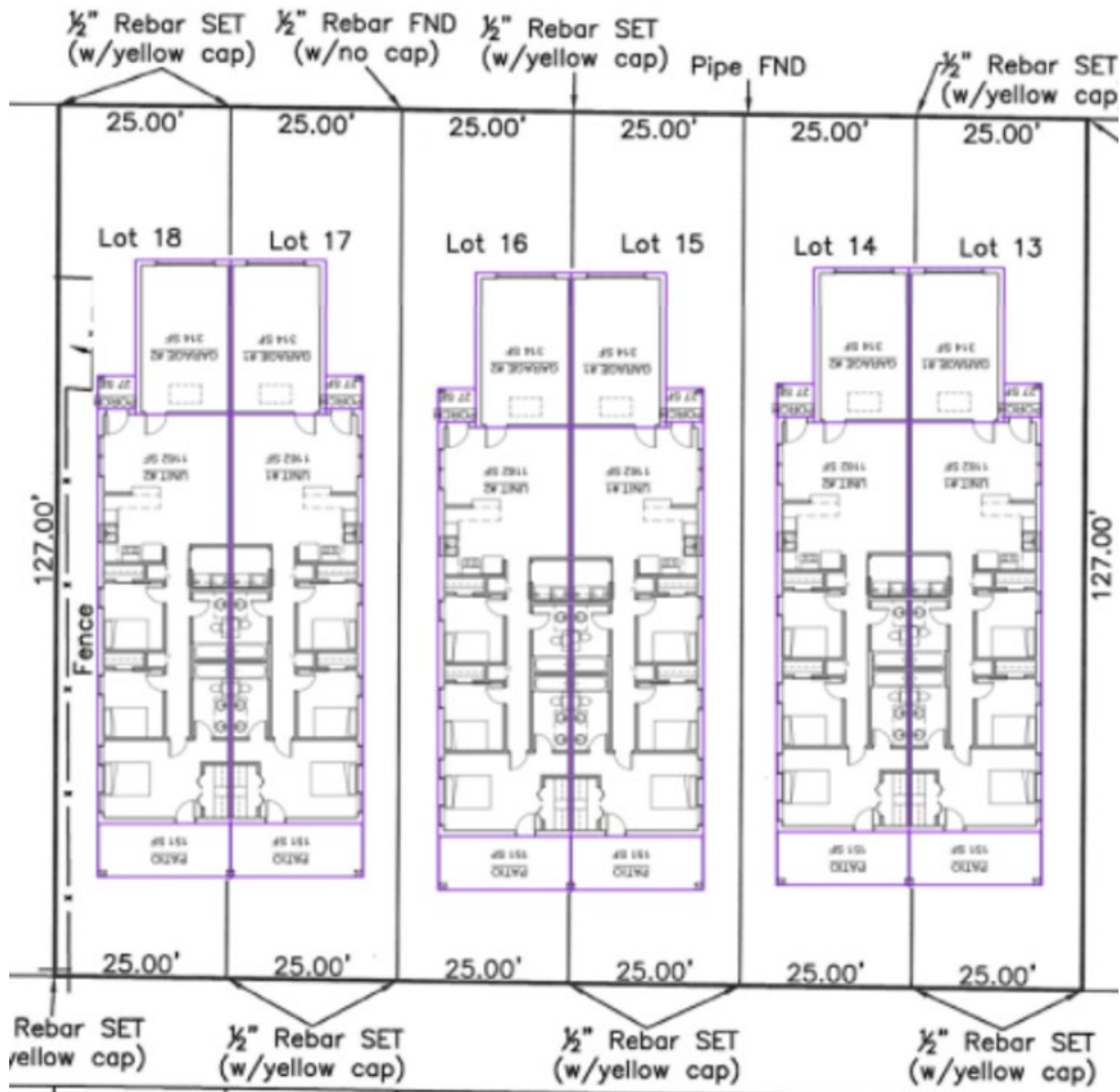
USE PERMITTED ON REVIEW

REQUESTED BY: INCORP USA Enterprises LLC

PROPOSED USE: Six Townhouses Units

AREA DESCRIBED AS: Lots 13-18, Block 14 College Addition

0 125 250 500 Feet





CITY OF LAWTON PLANNING DEPARTMENT

212 SW 9th Street, Lawton, Oklahoma 73501
Phone (580) 581-3375 • www.lawtonok.gov

NOTICE OF PUBLIC HEARING FOR A USE PERMITTED ON REVIEW

The Lawton City Council will conduct a public hearing to consider a request submitted by Incorp USA Enterprises LLC for a Use Permitted on Review for townhouses to be constructed on six vacant lots located on the south side of SW D Avenue east of SW 27th Street. The Council will hold a public hearing at 6:00 p.m. on Tuesday, December 2, 2025, in the Wayne Gilley Auditorium, City Hall, 212 SW 9th Street, Lawton, Oklahoma.

AREA DESCRIBED AS:

Lots 13-18, Block 14, College Addition to the City of Lawton, Comanche County, Oklahoma, according to the recorded plat thereof.

The described property is shown on the attached map as the "Area Described." Also attached is a proposed site plan for this request.

You are receiving this notice because your property is located within 300 feet of the requested area. If you desire to make a statement for or against said request at this location, you are invited to appear in person, by petition, or by attorney to state your position to the City Council on the above dates.

The City Planning Commission has recommended approval of this request to the Lawton City Council. If you wish to submit a petition, it must be submitted to the City Clerk at least three (3) days prior to the public hearing. If you have any questions regarding this notice, please call the Planning Department at (580) 581-3375.

CITY OF LAWTON, OKLAHOMA

A handwritten signature in blue ink, appearing to read "Donalynn Blazek-Scherler", is written over a horizontal line.

DONALYNN BLAZEK-SCHERLER, CITY CLERK

Attachment – Location Map
Site Plan

NOTICE OF PUBLIC HEARING

Notice is hereby given pursuant to Title 11, Oklahoma State Statutes, and Sections 18-1-1-113, Chapter 18, Lawton City Code, 2015, that the City Council will conduct a public hearing at 6:00 p.m. on the 2nd day of December, 2025, in the Wayne Gilley Auditorium, City Hall, 212 SW 9th Street, Lawton, Oklahoma, for the following purpose:

To consider a Use Permitted on Review to allow six townhouse units upon Lots 13-18, Block 14, College Addition to the City of Lawton, Comanche County, Oklahoma, according to the recorded plat thereof.

Said changes are being requested by Incorp USA Enterprises LLC.

Any parties having an interest and any citizens desiring to be heard shall be afforded an opportunity to be heard at said public hearing.

Given under my hand and seal of the City of Lawton, Oklahoma, this 10th day of November 2025.

CITY OF LAWTON, OKLAHOMA



DONALYNN BLAZEK-SCHERLER, CITY CLERK

(Published in The Lawton Constitution this 14th day of November 2025.)

Item Title:

Pursuant to Section 307(B)(1), Title 25, Oklahoma Statutes, consider convening in executive session discuss the continued employment of the city manager, specifically to conduct the annual performance review of John Ratliff, City Manager, and, in open session, take other action as necessary.

Initiator: City Council

Information Source:

Background:

The City Council should meet in executive session to conduct the annual performance review of John Ratliff, City Manager, and take action in open session if necessary.

Correlation to the True North Statement:

Exhibit:

Key Issues:

Funding Source:

Recommended Action:

Pursuant to Section 307(B)(1), Title 25, Oklahoma Statutes, consider convening in executive session to discuss the continued employment of the city manager, specifically to conduct the annual performance review of John Ratliff, City Manager, and, in open session, take other action as necessary.

ATTACHMENTS:

None

Item Title:

Pursuant to Section 307B.4, Title 25, Oklahoma Statutes, consider convening in executive session to discuss the pending case in Comanche County District Court titled John D. Horton v. City of Lawton, et al., Case No. CJ-2025-691, and if necessary, take appropriate action in open session.

Initiator: Jari Askins, Interim City Attorney

Information Source: Timothy Wilson, Deputy City Attorney

Background:

The City Attorney and Deputy City Attorney desire to discuss with the Mayor and Council the pending case in Comanche County District Court titled John D. Horton v. City of Lawton, et al., Case No. CJ-2025-691. The City Attorney advises the Council that disclosure of confidential communications between the Council and the City Attorney regarding the above referenced case will seriously impair the ability of the City to defend the City's interest, and from that determination, the Council should convene in executive session to discuss the matter.

Correlation to the True North Statement:**Exhibit:**

N/A

Key Issues:

N/A

Funding Source:

N/A

Recommended Action:

Convene in executive session to discuss the pending case in Comanche County District Court titled John D. Horton v. City of Lawton, et al., Case No. CJ-2025-691, and if necessary, take appropriate action in open session.

ATTACHMENTS:

None

Item Title:

Pursuant to Section 307B.4, Title 25, Oklahoma Statutes, consider convening in executive session to discuss a pending claim and potential litigation involving the demolition of property located at 401 Summit Avenue and, if necessary, take appropriate action in open session.

Initiator: Jari Askins, Interim City Attorney

Information Source: Timothy Wilson, Deputy City Attorney, Garrett Lam, Assistant City Attorney

Background:

The Interim City Attorney desires to discuss a pending claim for potential litigation involving the demolition of property located at 401 Summit Avenue. The Interim City Attorney advises City Council that Council should determine disclosure of confidential communications between the Council and the Interim City Attorney regarding the referenced action will seriously impair the ability to protect the City's interests, and from that determination, the Council should convene in executive session to discuss the matter.

Correlation to the True North Statement:

N/A

Exhibit:

N/A

Key Issues:

N/A

Funding Source:

N/A

Recommended Action:

Convene in executive session to discuss a pending claim and potential litigation involving the demolition of property located at 401 Summit Avenue and, if necessary, take appropriate action in open session.

ATTACHMENTS:

None

Item Title:

Pursuant to Section 307(B)(1), Title 25, Oklahoma Statutes, consider convening in executive session discuss the continued employment of the city clerk, specifically to conduct the annual performance review of Donalynn Blazek-Scherler, City Clerk, and, in open session, take other action as necessary.

Initiator: City Council

Information Source:

Background:

The City Council should meet in executive session to discuss the employment / performance of Donalynn Blazek-Scherler, City Clerk, and take action in open session if necessary.

Correlation to the True North Statement:

Exhibit:

Key Issues:

Funding Source:

Recommended Action:

Pursuant to Section 307(B)(1), Title 25, Oklahoma Statutes, consider convening in executive session to conduct the annual performance review of Donalynn Blazek-Scherler, City Clerk, and, in open session, take other action as necessary.

ATTACHMENTS:

None