LMPO TRANSPORTATION POLICY BOARD
REGULAR MEETING
February 7, 2023 @ 11AM
212 SW 9TH STREET
CITY HALL- 3RD FLOOR CONFERENCE ROOM

AGENDA

1. **Call meeting to order and establish Quorum.**

2. **Verify posting of meeting.**

3. **Introductions.**

BUSINESS

4. **Hold a public hearing and consider approving a resolution adopting Amendment 2 to the Federal Fiscal Years 2022, 2023, 2024, and 2025 Transportation Improvement Program for the Lawton Metropolitan Area Transportation Study area.**

5. **Receive a report from Staff regarding corrective measures taken to address the concerns of the FY21 Audit.**

6. **Receive a presentation from Robert D. Turner, CPA on the LMPO audit for the period beginning July 1, 2021, and ending June 30, 2022, and consider accepting the audit.**

7. **Consider approving the Request for Proposals for the audit of the Lawton Metropolitan Planning Organization for fiscal years ending June 30th, 2023, 2024, and 2025.**

8. **Provide direction to staff on the priority of locations for future Traffic Flow Improvement Studies for arterial roadways in the MPO Study Area.**

9. **Consider approving a firm for the redesign and hosting of the LMPO website.**

10. **Reports or Comments.**

a. Federal Highways
b. ODOT
c. Fort Sill
d. Lawton Fort Sill Regional Airport
e. LMPO Director
f. LMPO Finances

11. Comments from the public.

12. Adjournment.

"The City of Lawton encourages participation from all of its citizens. If individuals with disabilities who require accessible alternative formats of the agenda and related meeting materials and/or auxiliary aids/services to participate in the meeting, 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) or translation services for LEP individuals are not the necessary accommodation."

ITEM NO. ________________
MEETING DATE February 7, 2023

LMPO TRANSPORTATION POLICY BOARD AGENDA ITEM COMMENTARY

ITEM TITLE: Hold a public hearing and consider approving a resolution adopting Amendment 2 to the Federal Fiscal Years 2022, 2023, 2024, and 2025 Transportation Improvement Program for the Lawton Metropolitan Area Transportation Study area.

INITIATOR: Oklahoma Department of Transportation (ODOT)

STAFF INFORMATION SOURCE: Charlotte Brown (LMPO Director)
Jonathan Stone (Transportation Planner)

BACKGROUND: The Transportation Improvement Program (TIP) is a prioritized, fiscally-constrained, and multi-year list of federally-funded, multimodal transportation projects and operations in the Lawton Metropolitan Area Transportation Study (LMATS) area. Under federal law, the TIP must cover at least a four-year program of projects.

The purpose of the TIP is to identify all transportation projects receiving federal transportation or transit funding within the LMATS area. It is also to ensure coordination of transportation improvements by local, state, and federal agencies. In addition, projects in the TIP must be prioritized at the local level and have clearly identified funding sources.

This Amendment adds the following project to the TIP for FFY23-FFY25:

1. Statewide Electric Vehicle Charging Station Buildout

The public review and comment period began on January 22, 2023. Notice of public hearing was published in *The Lawton Constitution* on January 22, 2023. The Technical Committee recommended approval at its meeting held February 7, 2023.

EXHIBITS: Resolution No. 2023-___
Proposed Amendment 2 to the FFY 2022 - 2025 TIP

KEY ISSUES: N/A

FUNDING SOURCE: ODOT and City of Lawton

RECOMMENDED ACTION: Hold a public hearing and approve Resolution No. 2022-___ adopting Amendment 2 to the Federal Fiscal Years 2022, 2023, 2024, and 2025 Transportation Improvement Program for the Lawton Metropolitan Area Transportation Study area.

RESOLUTION NO. 2023–__

A RESOLUTION ADOPTING AMENDMENT NO. 2 TO THE FEDERAL FISCAL YEARS 2022-2025 TRANSPORTATION IMPROVEMENT PROGRAM OF THE LAWTON METROPOLITAN AREA TRANSPORTATION STUDY AREA TO ADD IN FFY 2023, 2024, AND 2025, STATEWIDE ELECTRIC VEHICLE CHARGING STATION BUILDOUT.

WHEREAS, Section 134 of Title 23, United States Code (USC) requires a Transportation Improvement Program (TIP) for Metropolitan Planning Organizations; and

WHEREAS, the Transportation Policy Board was designated by the Governor of the State of Oklahoma as the Metropolitan Planning Organization for the Lawton Metropolitan Area; and

WHEREAS, the TIP is a four year prioritized program of transportation projects receiving federal funding; and

WHEREAS, the Oklahoma Department of Transportation has placed this project in the Statewide Transportation Improvement Program for FFY 2023, 2024, and 2025; and

WHEREAS, a public hearing notice was published in *The Lawton Constitution* on January 22 , 2023, advising the public of this proposed amendment.

NOW, THEREFORE, BE IT RESOLVED BY THE LAWTON METROPOLITAN PLANNING ORGANIZATION THAT:

Section 1. The Federal Fiscal Years 2022-2025 Transportation Improvement Program be amended to add the following project in FFY 2023, 2024, and 2025:

Statewide Electric Vehicle Charging Station Buildout

ADOPTED this 7th day of February, 2023.

____
STANLEY BOOKER, CHAIRMAN

____
CHARLOTTE BROWN
MPO DIRECTOR

Approved as to form and legality this ____ day of __________________, 2023.

____
City Attorney

Lawton Metropolitan Planning Organization

FFY 2022-2025

Transportation Improvement Program

DRAFT Amendment 2

Public hearing February 7, 2023

The Federal Fiscal Years (FFY) 2023-2025
Transportation Improvement Program (TIP)
is updated biannually and amended as necessary.
If you have questions or comments concerning the TIP,
contact the City of Lawton Planning Division at:

212 SW 9th Street
Lawton, Oklahoma 73501
Phone: (580) 581-3375

This report was prepared by the Lawton Metropolitan Planning Organization (LMPO) and was financed in part through the United States Department of Transportation funds (Federal Highway Administration Planning and Federal Transit Administration Section 5303) and in part through local matching funds provided by the City of Lawton. The contents of this document are the responsibility of the LMPO. The United States Government and its agencies assume no liability for the content of this document or for the use of the contents.

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Introduction

The Transportation Improvement Program (TIP) is a cooperatively developed four-year program outlining roadway, bicycle, pedestrian, and transit improvements within the Lawton Metropolitan Area Transportation Study (LMATS) area.

The TIP is developed in accordance with Federal law that requires all metropolitan planning organizations (MPOs) prepare a TIP for their designated study area. Fixing America's Surface Transportation (FAST) Act is the most recent transportation bill and builds upon the previous transportation acts establishing federal transportation policy and funding authorizations.

Capital and non-capital projects funded by the Federal Transit Administration (FTA) and the Federal Highway Administration (FHWA) are required to be listed in the TIP to be eligible for obligation of federal funds. The TIP will include descriptions (type of work, termini, length, etc.) of each project, the estimated total cost of the project, the amount of Federal funds proposed to be obligated during each program year, and identification of the agencies responsible for the project. Each project must be consistent with the 2045 Metropolitan Transportation Plan.

One of the key requirements is that the TIP be a financially constrained document with the amounts of funds being programmed equal to the total funds available. This is included to ensure that the transportation projects committed for funding in the various years of the TIP have funds available to allow them to start construction. In addition, the TIP places emphasis on the need for the various local and state entities to work together to ensure that a particular project has all the necessary preliminary work completed by the program year.

The TIP provides the opportunity to select projects to carry out the transportation planning goals expressed in the adopted 2045 Metropolitan Transportation Plan (MTP). The 2045 MTP details a list of all the projects proposed for completion in the LMATS area by 2045. In cooperation and coordination with the Oklahoma Department of Transportation (ODOT) and the Lawton Area Transit System (LATS) the Lawton Metropolitan Planning Organization (LMPO) biennially updates the TIP. Development of the TIP requires that the LMPO rank the projects identified in the TIP.

The LMPO must approve all transportation projects, programs, and operations receiving funds in the LMATS area. The exceptions are federal airport funds for the Lawton-Fort Sill Regional Airport, which are not subject to the LMPO's TIP process but may be listed in the TIP for information and coordination purposes.

New Projects

The LMPO does not receive a dedicated revenue source for transportation projects. New roadway projects are added to the TIP when ODOT notifies the LMPO that federal funds are committed. New transit projects for the public transit system are added at the time of grant submission. Applications for FTA Section 5310 funding must be received by the LMPO no later than the first of February to be included in the TIP.

Metropolitan Planning Organization

A Metropolitan Planning Organization (MPO) is a transportation policy-making organization made up of representatives from local government and transportation authorities. The Federal Surface Transportation Assistance Act of 1973 required the formation of a MPO for an urbanized area with a population greater than 50,000. MPO's were created to ensure that the existing and future expenditures for transportation projects and programs are based on a comprehensive, cooperative, and continuing (3-C) planning process. Federal funding for transportation projects and programs are channeled through this planning process.

The Governor designated the Transportation Policy Board as the Lawton Metropolitan Planning Organization (LMPO) in 2013. The LMPO membership, as shown on Page 25, represents elected local officials, officials of public agencies that administer or operate major modes of transportation in the metropolitan area, and appropriate State officials. The City of Lawton's Planning Division administers and carries out the planning and program management functions.

There are six core functions of the MPO:

- Establish and manage a fair and impartial setting for effective decision-making in the metropolitan area.
- Identify and evaluate transportation alternatives
- Develop and maintain a Metropolitan Transportation Plan covering a planning horizon of at least twenty years that fosters mobility and access for people and goods, safety of the transportation system, efficient system performance, preservation of the system, connectivity for all modes of transportation, and quality of life.
- Develop a Transportation Improvement Program (TIP) which is a short-range, four-year program of priority transportation improvements based on the MTP designed to serve the area's goals, using spending, regulating, operating, management, and financial tools.
- Identify performance measure targets and monitor whether implemented projects are achieving targets.
- Involve the public and all the significantly affected subgroups in the functions listed above.

Definition of Study Area

The LMATS area is in southwestern Oklahoma within Comanche County. Most of the land area in the LMATS is under the jurisdiction of the City of Lawton. See Map 1.

Biennially, the LMPO in coordination with the ODOT, Lawton Area Transit System and other interested parties prepare the TIP. ODOT provides the list of highway projects and statewide projects to be included in the TIP, while the Lawton Area Transit System (LATS) General Manager and the City Transit Trust provide a listing of transit projects. When the draft TIP is completed, it is sent to ODOT for review and comment. The final draft is distributed to various agencies thirty days prior to the LMPO public hearing. The document is also available for review on the LMPO's website – www.lawtonMPO.org. In addition, a newspaper notice is placed in *The Lawton Constitution* at least fifteen days prior to the LMPO public hearing.

Transportation Planning Process

A major responsibility of the LMPO is the development of a Metropolitan Transportation Plan (MTP) for the LMATS area. The 2045 Metropolitan Transportation Plan was adopted December 10, 2019. This plan deals with highway networks, transit service, airport, and pedestrian and bicycling demands. These plans are based on projected population increases and employment trends. They are designed to satisfy the needs of citizens of the LMATS area. Two main products are developed through the planning process. The first is a MTP, and the second is the

TIP. Both the MTP and the TIP must be approved by the LMPO. The MTP is updated every five years, while the TIP is updated biennially.

The LMPO assists the local governments and transit agency providers of the region in implementing projects of the TIP by programming federal funding for the projects. The ODOT administers Surface Transportation Program (STP) funds for the LMATS area. STP funds may be used for transportation facility improvements ranging from rehabilitation of existing facilities to new construction. The City Transit Trust administers Federal Transit Administration (FTA) funds for the LMATS area.

Transportation Equity

Transportation equity includes environmental justice and Title VI requirements. Environmental justice assures that services and benefits allow for meaningful participation and are fairly distributed to avoid discrimination. Title VI of the Civil Rights Act of 1964 prohibits discrimination in any program receiving federal assistance. It also provides for active and meaningful involvement of the public in the development of transportation plans and programs.

Long Range Transportation Plan Compliance

Progress was made toward implementing the MTP through the following projects:

- I-44/US 62 Interchange: reconstruction is completed.
- SE 45th Street (Lee Boulevard to Arlington Avenue): reconstruction is completed.
- The City of Lawton was awarded a TAP grant for a pedestrian bridge over I-44 at Gore Boulevard. This project is in the design phase.

Lawton Area Transit System

Lawton Area Transit System (LATS) is the fixed route transit and complementary paratransit services available to the Lawton-Ft. Sill community. LATS buses provide service to Ft. Sill, including the Post Main Exchange, Commissary, and Reynolds Army Community Hospital. All routes run through the Downtown Transfer Center, located on the north side of the 400 Block of SW B Avenue. LATS serves most of the major shopping areas and movie theaters in town. Every Lawton Public School middle school and high school is on a LATS route. LATS operates Monday – Friday, 6 am – 7 pm, and Saturday, 9 am – 6 pm. A network of five fixed routes with 9 buses operating on a pulse/clockwise/counter-clockwise manner serves the community plus a shuttle to Fort Sill. LATS makes flag stops for passengers along the fixed routes. Bus passes, transfers, or correct fares are collected in the fare box. Reduced fares are available for: Medicare cardholders, disabled, elderly. Lawton Public School (LPS) students as well as faculty can ride LATS free of charge due to an agreement with LPS. On air alert days adult full fares are reduced to $0.75. Some of these services have been affected by the 2020 Covid 19 Pandemic. In March of 2020 fixed route services were reduced to 1 bus on each route Monday through Friday because of social distancing. In November of 2020, Saturday service was removed because of the lack of employees at LATS. However, In June & July of 2021 Saturday service resumed and some additional service was provided for Monday through Friday service respectfully.

Many of the capital projects are funded with 80% FTA Section 5307 and/or 5339 funds and matched with 20% City of Lawton funds. Accessible vehicles are funded by FTA at 83% and the local match is 17%. The Section 5307 urbanized area program funds are apportioned by a statutory formula based on population and population density. Tables 6 through 9 provide information on the funding by federal fiscal year for the LATS. Currently the City of Lawton has $1,178,068 in 5339 funds that have been allocated to the Downtown Transfer Center or the purchase of vehicles.

The 2015 Capital Improvement Program for the City of Lawton included $3.5 million for the purchase of buses and bus facility improvements. To date, six buses have been purchased. A portion of this funding is to be used for construction of the transfer center. The 2019 Capital Improvement Program for the City of Lawton included $2.5 million for transit.

In FY 2017 a study on the bus routes was completed. The study indicated the current routes served the transit system well. Depending on the location of the transfer center, the bus routes may need to be re-evaluated.

In FY 2021 A Transit Master Plan is in development. The purpose of the Master Plan will identify the new a Transfer Center & Operational, updated fixed route system, additional services, and present the funding opportunities over the next 5 years.

In FY 2021 A zero emission study for transit vehicles will be in development. The purpose of this study is to analyze the current City of Lawton infrastructure and identify the needs in order to start a zero-emission transit program.

FTA Section 5310 Elderly and Persons with Disabilities Program provides capital assistance through ODOT/DHS that serve the specialized transportation needs of the elderly and persons with disabilities. The Aging Services Division of the Department of Human Services (DHS) administers Oklahoma's Section 5310 program. The amount of Section 5310 funding spent within the LMATS area varies each year and is dependent upon the level of requests from local non-profit organizations as well as the total funds available to the state. Entities that provide demand responsive public transportation in the study area are: Great Plains Improvement Foundation, Comanche Tribe, Comanche County Nutrition Project, and Goodwill Industries. In 2002, the Aging Services Division of DHS was notified in writing that applications for Section 5310 funding must be submitted by the first day of February to be included in the local TIP.

The LMPO staff will review the application to ensure the applicant has developed the application in coordination among federally assisted public and private transportation operators within the area. A newspaper notice will be placed in *The Lawton Constitution* fifteen days prior to the LMPO meeting in which the application will be considered. The LMPO will hold a public hearing to consider the application and solicit comments. Approval of the application by the LMPO will be considered a part of this TIP, as required for federal funding eligibility, pursuant to the line item in the tables.

Indian Reservation Road (IRR) Program

The Indian Reservation Roads (IRR) program was established on May 26, 1928 by Public Law 520. The Act authorized appropriations for construction and maintenance of Indian reservation roads not eligible for Federal-aid highway funding. The IRR program is authorized under the Federal Lands Highway Program, 23 USC 204. The purpose of the IRR program is to provide safe and adequate transportation and public road access to and within Indian reservations, Indian lands and communities for Native Americans, visitors, recreational, resource users and others while contributing to economic development, self-determination, and Native American employment.

The tribal governments develop and submit a priority list of projects to the BIA Area Office accompanied by the tribal government's letter of approval (resolution). The BIA Area Office develops the project lists and develops the BIA TIP and submits to FHWA for approval. After FHWA approval, the list of projects will be forwarded to ODOT for inclusion in the TIPs. The BIA Area Office notifies the tribal governments for which projects are programmed. Title 23 United States Code (USC) requires Indian tribal governments, in cooperation with the Bureau of Indian Affairs (BIA) and as may be appropriate with State, local governments or MPOs, to develop a TIP.

Performance Measures

The FAST Act and MAP-21 require that state DOTs, MPOs, and transit planning agencies conduct performance-based planning and programming. The objective is to invest resources in projects that will collectively progress toward the achievement of national goals. A performance based approach is intended to ensure the most efficient use of transportation funds, facilities improved investment decision-making, and increase accountability and transparency. The LMPO must demonstrate that the TIP makes progress toward achieving the performance targets and that the TIP includes to the maximum extent practicable, a description of the anticipated effect of the TIP towards achieving the performance targets. The national goal areas are:

- Safety
- Infrastructure condition
- Congestion reduction
- System reliability
- Freight movement and economic vitality
- Environmental sustainability
- Reduced project delivery delays

ODOT is required to set performance targets, and the LMPO has the option to adopt ODOT's performance targets or establish its own targets. The LMPO established its own performance target for Safety and opted to adopt ODOT's performance targets for Pavement, Bridges, and System categories.

Safety Performance Measures and Targets

Safety Performance Measures	ODOT	LMPO
Number of Fatalities	691	18
Number of Serious Injuries	14,083	364
Fatality Rate per 100 million VMT	1.41	1.41
Serious Injury Rate per 100 million VMT	28.8	28.8
Number of Non-Motorized Fatalities and Non-Motorized Serious Injuries	698	19

ODOT/LMPO Pavement and Bridge Condition Targets

Performance Measures	2020 Target	2022 Target
Interstate NHS Pavements in Good Condition	Stay above 50%	Stay above 50%
Interstate NHS Pavements in Poor Condition	Stay below 3%	Stay below 3%
Non-Interstate NHS Pavements in Good Condition	Stay above 45%	Stay above 45%
Non-Interstate NHS Pavements in Poor Condition	Stay below 5%	Stay below 7%
NHS Bridges in Good Condition	Stay above 55%	Stay above 60%
NHS Bridges in Poor Condition	Stay below 5%	Stay below 7%

System Performance Targets

Performance Measures	2020 Target	2022 Target
Travel Time Reliability on Interstate NHS	Stay above 90%	Stay above 90%
Travel Time Reliability on Non-Interstate NHS	Not Required	Stay above 80%
Truck Travel Time Reliability Index on Interstate NHS	Stay below 1.33	Stay below 1.33

Transit providers that receive Federal Transit Administration (FTA) funding are also required to incorporate performance measurement into their planning and programming process. On April 9, 2019, the LMPO voted to support the performance targets as set in the Transit Asset Management Plan for the Lawton Area Transit System. These performance targets are as follows:

1. Decrease the number of at fault accidents by 10% each year.
2. On-time performance by mode must be at 95% and must not fall below 92%.
3. No vehicles shall be out of service for more than 30 days in a row.
4. No more than 5 missed runs (due to breakdowns) in a 30 day period.
5. Continue process of replacing vehicles that are past their useful life.

Because this is the first year the TIP contains performance measures, the LMPO is unable to assess the effect the chosen projects have on the measures. This TIP does support the achievement of these performance targets, and it is anticipated that the performance targets will be met.

Funding Sources

The TIP is developed in compliance with joint Federal Highway Administration (FHWA) and Federal Transit Administration (FTA) regulations. Projects that use federal funds that are shown within the TIP follow these regulations:

- Bridge Maintenance Program - This program provides funding for small scale bridge improvements such as painting, minor repair, seal coat/waterproofing, etc.
- Congestion Mitigation Air Quality Funds (CMAQ) - These funds are for projects to educate the community about the harmful health effects of transportation related ozone and for projects that help reduce ozone-contributing elements.
- Enhancement Activity - All projects must be related to the intermodal Transportation System. The required relationship must be one of function, proximity or impact and meet at least one of the enhancement categories.
- Federal Transit Administration Section 5303 - This funding is for MPO to perform transit related planning.
- Federal Transit Administration Section 5307 - This fund can be used for capital funds for eligible preventive maintenance costs. The funding is distributed annually by apportionment based on population, population density and bus revenue miles of service. The City Transit Trust applies directly to FTA for these funds.
- Federal Transit Administration Section 5310 -This program provides funding to private nonprofit agencies for capital improvements for the provision of transportation services to elderly and disabled persons.
- Federal Transit Administration Section 5339 - This program provides discretionary funding for capital improvement projects such as the purchase of buses or the construction of operating and maintenance facilities. The City Transit Trust applies to ODOT to receive these funds.
- Interstate Maintenance Program - These funds can be used only by ODOT for resurfacing, restoration, and rehabilitation of the Interstate Highway System.
- National Highway System (NHS) - This funding category can only be used by ODOT and includes all interstate and other major U.S. routes and state highways. In the LMATS area the roadways that are on the NHS are: I-44, US 62, SH 7, US 281B, and all principal arterials as shown on the Functional Classification Map.
- Railroad Crossings - These funds may be spent on railroad crossings statewide for modernization and safety improvements.
- Recreational Trails - These funds can only be used by ODOT.
- Right-of-Way Clearance - These funds can only be used by ODOT for the demolition, removal and disposal of obstructions on public right-of-way that require removal prior to utility relocation or project startups.
- Safety Projects - This funding category can only be used by ODOT for small scale traffic/safety improvement to include: traffic signals, intersection modification, lighting, interconnecting systems, guardrail, delineation, etc.
- Surface Transportation Program (STP) - STP funds may be spent on roads that are functionally classified as a collector or higher for urban streets and as a major collector or higher for rural areas.
- Transportation Alternative Program (TAP) – TAP funds programs and projects defined as transportation alternatives, including on- and off-road pedestrian and bicycle facilities, infrastructure projects for improving non-driver access to public transportation and enhanced mobility, community improvement activities, and environmental mitigation; recreational trail program projects; safe routes to school projects; and projects for planning, designing, or constructing boulevards and other roadways largely in the right-of-way of former Interstate System routes or other divided highways.

Local Funded Projects

The residents of the City of Lawton have approved local funding for the following road projects:

1. Rogers Lane (I-44 – Flower Mound Road) Rogers Lane between I-44 and Flower Mound Road in East Lawton is currently a narrow 2-lane asphalt pavement section with limited access roads and driveways leading into the residences. Increased traffic has necessitated its widening as a viable loop around East Lawton. Upon a recommendation from ODOT the project was divided into two phases: Phase I includes Rogers Lane from I-44 to Village Drive and Phase II includes Village Drive to Flower Mound Road. Phase I includes construction of approximately one mile of 5-lane roadway, and Phase II includes construction of 4-lane roadway. The 2008 CIP provided funding for engineering fees, right-of-way acquisition, and relocation of utilities, and the 2015 CIP provided funding for construction. ODOT and the City of Lawton have entered into an agreement whereby ODOT will pay 75% of the construction costs up to a maximum amount of $5,800,000 with a total construction cost of $8,000,000 for the first phase. The remaining funding for Phase II is to be programmed later.

2. West Gore Boulevard (67th Street to 82nd Street) West Gore Boulevard between 67th Street and 82nd Street is a 2-lane asphalt street. Gore Boulevard is an arterial running east/west through Lawton. Both 67th Street and 82nd Street have been improved to four and five lane streets. East of 67th Street, Gore Boulevard is a four-lane divided street. With the development of a major shopping center on NW 82nd Street, more vehicles are using Gore Boulevard. The proposed project would construct one mile of 5 lanes with bicycle lanes and sidewalk. Funding for right-of-way acquisition, utility relocation, drainage, and construction for this project was included in the City of Lawton 2015 CIP ($5,000,000). ODOT and the City of Lawton have entered into an agreement whereby ODOT will pay up to $5,971,191 for construction and the City will pay $2,115,696.

3. Goodyear Boulevard (Connection to US 62) Goodyear Boulevard is the arterial running north/south through the West Lawton Industrial Park. The road currently ends at Cache Road. With commercial development to the east and residential areas to the west, vehicles entering the West Lawton Industrial Park from US Highway 62 need more direct access to the industrial park. The proposed project would extend Goodyear Boulevard one half mile north and create a new grade separated interchange with US 62. Local funding for this project is included in the City of Lawton's 2019 CIP Industrial Development Fund. State funding has been programed for FY2025. The State has agreed to fund 75% of the project up to $16,000,000. The project is estimated to cost a total of $18,420,000.

Air Quality

The Environmental Protection Agency (EPA) designated Comanche County as an air quality attainment area based on the data collected in 2008. The designation of attainment was achieved through our local efforts to educate the public about air pollution. The EPA established a new standard for ozone of 0.070 ppm in 2015. LMPO staff will continue to develop and implement an air quality public awareness and education campaign by working closely with the LMPO Air Quality Stakeholders Advisory Committee. Funding for the air quality public awareness and education campaign is provided by the Congestion Mitigation and Air Quality (CMAQ) grant and local contribution.

There are two air quality-monitoring stations within the City of Lawton. Installation of the stations was the responsibility of the Oklahoma Department of Environmental Quality (ODEQ). The particulate matter station is located at the Comanche County Fairgrounds. The station at the Comanche County Fairgrounds continuously samples the air for Particulate Matter 10. The monitoring station placed on property previously owned by Lawton Public Schools in 2007 (2211 NW 25th Street) measures Particulate Matter 2.5 and ozone.

Congestion Mitigation and Air Quality funds are also used for projects to improve air quality. The funds were used to pay for construction of the first four bike routes as approved in the Lawton Metropolitan Bicycle and Pedestrian Plan. In FFY 2018 through 2021 CMAQ funds were used to purchase and install video detection cameras for traffic signals at intersections approved by the LMPO. The LMPO will fund an Alternative Fuel Study for Transit in Lawton in FFY 2022.

Public Participation Process

Federal transportation law requires MPOs to provide opportunities for the public to participate in all phases of the transportation planning process. Citizen input is an important step in the development of plans and programs that meet the area′s transportation needs while minimizing any negative environmental or social impact.

Consistent with the intent of FAST Act, it is the policy of the LMPO to support proactive public involvement at all stages of project planning and development. The performance standards are: early and continuous involvement; public availability of technical information; and open public meetings where matters related to Federal-Aid Highway and transit programs are being considered. In order to afford the public an opportunity to review major plans in detail and to solicit public opinion, a newspaper notice is placed in the local newspaper at least fifteen calendar days prior to a LMPO meeting soliciting comments on the TIP or amendments. The LMPO provides access to all information pertinent to transportation projects and programs. The public may review the documents in the Planning Division, 212 SW 9th Street, from 8:00 a.m. - 5:00 p.m., Monday-Friday (except for holidays) and on the LMPO's website at www.lawtonMPO.org. Public notice was provided in *The Lawton Constitution* on September 12, 2021, of the LMPO public hearing on the adoption of the FFY 2022-2025 TIP, and the public hearing was held on October 5, 2021.

Amendments

The TIP represents a best estimate of the projects that are planned for advancement during the next four years. However, there must be some flexibility to change the TIP during the two-year interval between the publications of successive TIPs. Conditions will change, such as changes in priorities and funding availability, which will dictate modifications such as adding a new project, expanding the scope and/or funding level, changing the source of federal funding, or changing the phasing of a project.

A public hearing is required for TIP amendments and will be held in accordance with the LMPO′s adopted public participation process. An amendment to the TIP must be approved by the LMPO Transportation Policy Board.

Grouping of Projects

A summary of expenditures by funding categories can be found in Table 1. Tables 2 through 9 list projects and expenditures for individual fiscal years. Tables 2 through 5 identify expenditures and projects for surface transportation projects. Tables 6 through 9 identify transit funding categories. Some projects in the program are considered to be inappropriate in scale for individual identification in the TIP. These include signalization, traffic engineering, safety, noise abatement, modernization projects that do not change the use or scale of existing facilities, and certain small-scale highway and transit projects. These types of projects are grouped together under a line item category, with the type of project, funding source, and programming agency.

Map 1: Lawton Metropolitan Area Transportation Study Boundary

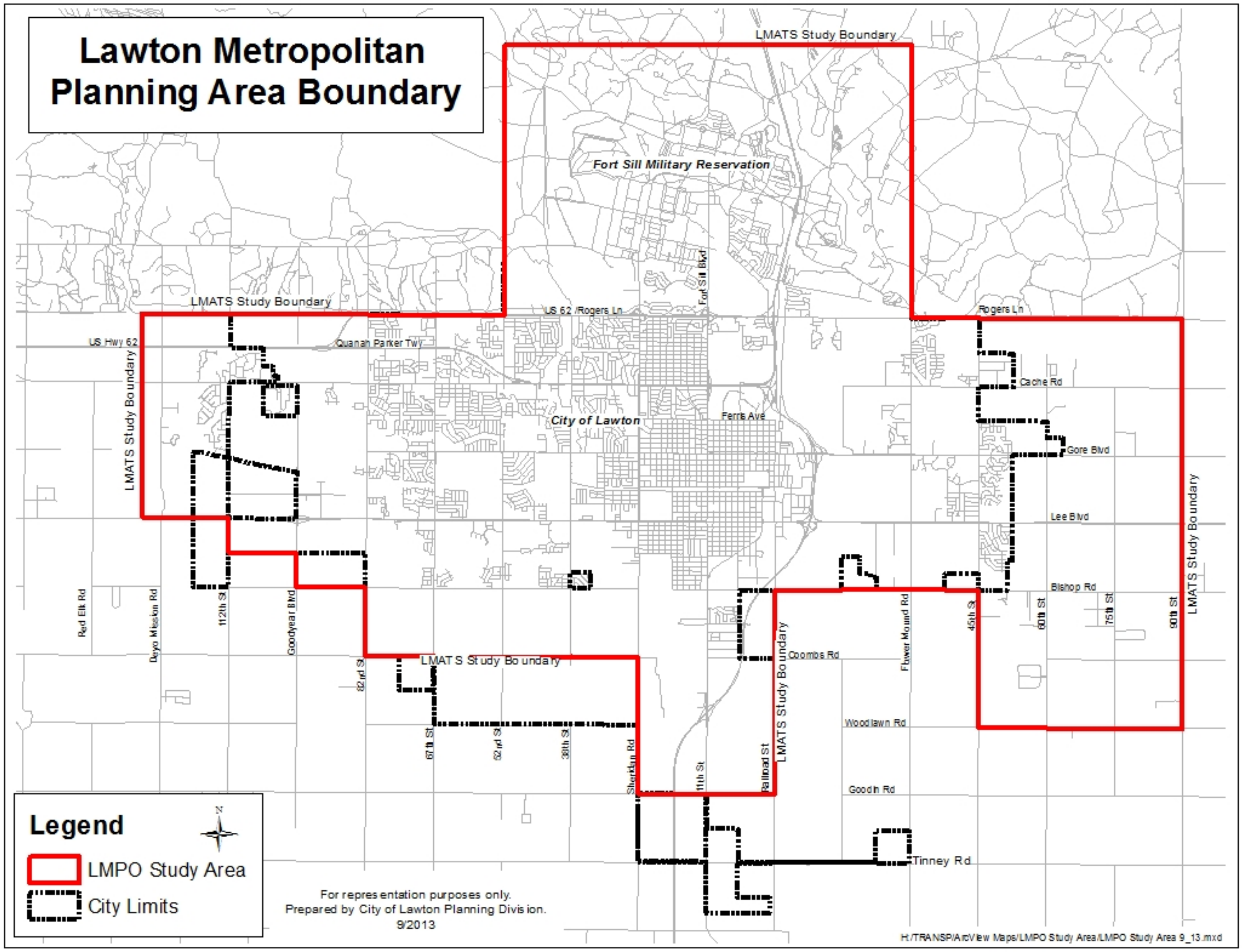

Table 1: TIP Four Year Summary of Funding

Transportation Improvement Program Projects					
	2022	2023	2024	2025	Total
Federal Funds	$ 7,056,691	$6,095,000	$295,000	$295,000	$13,741,691
State Funds	$2,386,940	$0	$0	$13,815,000	$16,201,940
Local Funds	$2,812,071	$2,273,750	$73,750	$4,678,750	$9,838,321
Total	$9,868,762	$8,368,750	$368,750	$18,788,750	$37,395,012
Transit					
	2022	2023	2024	2025	Total
FTA 5307 Funding	$1,813,068	$1,874,918	$1,939,082	$2,039,710	$7,666,778
FTA 5339 Funding	$216,000	$200,000	$1,109,000	$7,866,000	$9,391,000
Local Funding	$948,682	$1,164,115	$1,415,782	$2,867,629	$6,396,208
Fares	$225,000	$231,750	$238,703	$245,864	$941,317
Local Income	$157,500	$95,000	$97,850	$100,786	$451,136
State Funding	$280,926	$150,000	$154,500	$159,135	$744,561
Total	$3,777,176	$3,715,783	$4,954,916	$13,279,123	$25,726,998

Source: City of Lawton Planning Division LATS, and ODOT

Table 2: Federal Fiscal Year 2022 TIP Projects

ODOT JOB PIECE NO.	PROJECT	FEDERAL FUNDS	STATE FUNDS	OTHER FUNDS	LOCAL FUNDS	TOTAL
11769(36)	Metropolitan Planning	$ 210,500	$ 0	$ 0	$ 52,625	$ 263,125
15612(49)	FTA Section 5303 Planning	$ 25,000	$ 0	$ 0	$ 6,250	$ 31,250
18903(25)	Congestion Mitigation and Air Quality	$ 150,000	$ 0	$ 0	$ 37,500	$ 187,500
32988(06)	East Gore Boulevard Pedestrian Bridge over I-44 (TAP)	$ 700,000	$ 0	$ 0	$ 600,000	$ 1,300,000
31890(04)	SH 7: Westbound Bridge over East Cache Creek	$ 0	$2,386,940	$ 0	$ 0	$ 0
19144(04)	West Gore Boulevard (67th Street to 82nd Street) – reconstruct to 5 lanes with bike lane	$ 5,971,191	$ 0	$ 0	$ 2,115,696	$ 8,086,887
17049(28)	Statewide Rail Crossing	Included in STIP	Included in STIP	Included in STIP	Included in STIP	Included in STIP
17050(28)	Small Scale Bridge Improvement	Included in STIP	Included in STIP	Included in STIP	Included in STIP	Included in STIP
17051(28)	Small Scale Traffic Safety	Included in STIP	Included in STIP	Included in STIP	Included in STIP	Included in STIP
17663(28)	Enhancement, bike/ped paths, scenic/hist, highway, landscape, historic preservation, etc	Included in STIP	Included in STIP	Included in STIP	Included in STIP	Included in STIP

ODOT JOB PIECE NO.	PROJECT	FEDERAL FUNDS	STATE FUNDS	OTHER FUNDS	LOCAL FUNDS	TOTAL
18262(27)	Recreational Trails	Included in STIP	Included in STIP	Included in STIP	Included in STIP	Included in STIP
19720(23)	Right-of-way Clearance	Included in STIP	Included in STIP	Included in STIP	Included in STIP	Included in STIP
20780(22)	3R/3P Resurfacing	Included in STIP	Included in STIP	Included in STIP	Included in STIP	Included in STIP
20781(22)	3B Bridge	Included in STIP	Included in STIP	Included in STIP	Included in STIP	Included in STIP
21016(22)	Preliminary Engineering	Included in STIP	Included in STIP	Included in STIP	Included in STIP	Included in STIP
23612(22)	County Bridge Program	Included in STIP	Included in STIP	Included in STIP	Included in STIP	Included in STIP
23613(22)	County Road Program	Included in STIP	Included in STIP	Included in STIP	Included in STIP	Included in STIP
23614(22)	Small City Road & Bridge Program	Included in STIP	Included in STIP	Included in STIP	Included in STIP	Included in STIP
25625(22)	Safe Routes to School	Included in STIP	Included in STIP	Included in STIP	Included in STIP	Included in STIP
25928	FTA Section 5311/5340 – Nonurbanized area FFY 2021 apportionment	Included in STIP	Included in STIP	Included in STIP	Included in STIP	Included in STIP
NA	FTA Section 5310 FFY 2021 apportionment	Included in STIP	Included in STIP	Included in STIP	Included in STIP	Included in STIP

ODOT JOB PIECE NO.	PROJECT	FEDERAL FUNDS	STATE FUNDS	OTHER FUNDS	LOCAL FUNDS	TOTAL
29129	FTA Section 5339 Capital Grant Program FFY 2021 apportionment	Included in STIP	Included in STIP	Included in STIP	Included in STIP	Included in STIP
TOTAL		**$ 7,056,691**	**$ 2,386,940**	**$ 0**	**$ 2,812,071**	**$ 9,868,762**

Source: ODOT

Table 3: Federal Fiscal Year 2023 Projects

ODOT JOB PIECE NO.	PROJECT	FEDERAL FUNDS	STATE FUNDS	OTHER FUNDS	LOCAL FUNDS	TOTAL
11769(37)	Metropolitan Planning	$ 120,000	$ 0	$ 0	$ 30,000	$ 150,000
15612(49)	FTA Section 5303 Planning	$ 25,000	$ 0	$ 0	$ 6,250	$ 31,250
18903(26)	Congestion Mitigation and Air Quality	$ 150,000	$ 0	$ 0	$ 37,500	$ 187,500
30274(04)	NE Rogers Lane (I-44 to Village Drive) – reconstruct to 5 lanes	$ 5,800,000	$ 0	$ 0	$ 2,200,000	$ 8,000,000
36331(04)	Statewide Electric Vehicle Charging Station Buildout	Included in STIP	Included in STIP	Included in STIP	Included in STIP	Included in STIP
17049(29)	Statewide Rail Crossing	Included in STIP	Included in STIP	Included in STIP	Included in STIP	Included in STIP

ODOT JOB PIECE NO.	PROJECT	FEDERAL FUNDS	STATE FUNDS	OTHER FUNDS	LOCAL FUNDS	TOTAL
17050(29)	Small Scale Bridge Improvement	Included in STIP	Included in STIP	Included in STIP	Included in STIP	Included in STIP
17051(29)	Small Scale Traffic Safety	Included in STIP	Included in STIP	Included in STIP	Included in STIP	Included in STIP
17663(29)	Enhancement, bike/ped paths, scenic/hist, highway, landscape, historic preservation, etc	Included in STIP	Included in STIP	Included in STIP	Included in STIP	Included in STIP
18262(25)	Recreational Trails	Included in STIP	Included in STIP	Included in STIP	Included in STIP	Included in STIP
19720(23)	Right-of-way Clearance	Included in STIP	Included in STIP	Included in STIP	Included in STIP	Included in STIP
20780(23)	3R/3P simple pavement preserve/restore, asphalt overlay strip sign	Included in STIP	Included in STIP	Included in STIP	Included in STIP	Included in STIP
20781(23)	3B Bridge	Included in STIP	Included in STIP	Included in STIP	Included in STIP	Included in STIP
21016(23)	Preliminary Engineering	Included in STIP	Included in STIP	Included in STIP	Included in STIP	Included in STIP
23612(23)	County Bridge Program	Included in STIP	Included in STIP	Included in STIP	Included in STIP	Included in STIP
23613(23)	County Road Program	Included in STIP	Included in STIP	Included in STIP	Included in STIP	Included in STIP
23614(23)	Small City Road & Bridge Program	Included in STIP	Included in STIP	Included in STIP	Included in STIP	Included in STIP
25625(23)	Safe Routes to School	Included in STIP	Included in STIP	Included in STIP	Included in STIP	Included in STIP

ODOT JOB PIECE NO.	PROJECT	FEDERAL FUNDS	STATE FUNDS	OTHER FUNDS	LOCAL FUNDS	TOTAL
25928	FTA Section 5311/5340 – Nonurbanized area FFY 2022 apportionment	Included in STIP	Included in STIP	Included in STIP	Included in STIP	Included in STIP
NA	FTA Section 5310 FFY 2022 apportionment	Included in STIP	Included in STIP	Included in STIP	Included in STIP	Included in STIP
29129	FTA Section 5339 Capital Grant Program FFY 2022 apportionment	Included in STIP	Included in STIP	Included in STIP	Included in STIP	Included in STIP
TOTAL		**$ 6,095,000**	**$ 0**	**$ 0**	**$ 2,273,750**	**$ 8,368,750**

Source: ODOT

Table 4: Federal Fiscal Year 2024 Projects

ODOT JOB PIECE NO.	PROJECT	FEDERAL FUNDS	STATE FUNDS	OTHER FUNDS	LOCAL FUNDS	TOTAL
11769(38)	Metropolitan Planning	$ 120,000	$ 0	$ 0	$ 30,000	$ 150,000
15612(51)	FTA Section 5303 Planning	$ 25,000	$ 0	$ 0	$ 6,250	$ 31,250
18903(27)	Congestion Mitigation and Air Quality	$ 150,000	$ 0	$ 0	$ 37,500	$ 187,500
36331	Statewide Electric Vehicle Charging Station Buildout	Included in STIP	Included in STIP	Included in STIP	Included in STIP	Included in STIP

ODOT JOB PIECE NO.	PROJECT	FEDERAL FUNDS	STATE FUNDS	OTHER FUNDS	LOCAL FUNDS	TOTAL
17049(30)	Statewide Rail Crossing	Included in STIP	Included in STIP	Included in STIP	Included in STIP	Included in STIP
17050(30)	Small Scale Bridge Improvement	Included in STIP	Included in STIP	Included in STIP	Included in STIP	Included in STIP
17051(30)	Small Scale Traffic Safety	Included in STIP	Included in STIP	Included in STIP	Included in STIP	Included in STIP
17663(30)	Enhancement, bike/ped paths, scenic/hist, highway, landscape, historic preservation, etc.	Included in STIP	Included in STIP	Included in STIP	Included in STIP	Included in STIP
18262(27)	Recreational Trails	Included in STIP	Included in STIP	Included in STIP	Included in STIP	Included in STIP
19720(25)	Right-of-way Clearance	Included in STIP	Included in STIP	Included in STIP	Included in STIP	Included in STIP
20780(24)	3R/3P simple pavement preserve/restore, asphalt overlay strip sign	Included in STIP	Included in STIP	Included in STIP	Included in STIP	Included in STIP
20781(24)	3B Bridge	Included in STIP	Included in STIP	Included in STIP	Included in STIP	Included in STIP
21016(24)	Preliminary Engineering	Included in STIP	Included in STIP	Included in STIP	Included in STIP	Included in STIP
23612(24)	County Bridge Program	Included in STIP	Included in STIP	Included in STIP	Included in STIP	Included in STIP
23613(24)	County Road Program	Included in STIP	Included in STIP	Included in STIP	Included in STIP	Included in STIP

ODOT JOB PIECE NO.	PROJECT	FEDERAL FUNDS	STATE FUNDS	OTHER FUNDS	LOCAL FUNDS	TOTAL
23614(24)	Small City Road & Bridge Program	Included in STIP	Included in STIP	Included in STIP	Included in STIP	Included in STIP
25625(24)	Safe Routes to School	Included in STIP	Included in STIP	Included in STIP	Included in STIP	Included in STIP
25928	FTA Section 5311/5340 – Nonurbanized area FFY 2023 apportionment	Included in STIP	Included in STIP	Included in STIP	Included in STIP	Included in STIP
NA	FTA Section 5310 FFY 2023 apportionment	Included in STIP	Included in STIP	Included in STIP	Included in STIP	Included in STIP
29129	FTA Section 5339 Capital Grant Program FFY 2023 apportionment	Included in STIP	Included in STIP	Included in STIP	Included in STIP	Included in STIP
TOTAL		**$ 295,000**	**$ 0**	**$ 0**	**$ 73,750**	**$ 368,750**

Source: ODOT

Table 5: Federal Fiscal Year 2025 Projects

ODOT JOB PIECE NO.	PROJECT	FEDERAL FUNDS	STATE FUNDS	OTHER FUNDS	LOCAL FUNDS	TOTAL
11769(39)	Metropolitan Planning	$ 120,000	$ 0	$ 0	$ 30,000	$ 150,000
15612(52)	FTA Section 5303 Planning	$ 25,000	$ 0	$ 0	$ 6,250	$ 31,250

ODOT JOB PIECE NO.	PROJECT	FEDERAL FUNDS	STATE FUNDS	OTHER FUNDS	LOCAL FUNDS	TOTAL
18903(28)	Congestion Mitigation and Air Quality	$ 150,000	$ 0	$ 0	$ 37,500	$ 187,500
3573004	US-62 New Interchange with Goodyear Blvd	$ 0	$13,815,000	$ 0	$ 4,605,000	$ 18,420,000
36331	Statewide Electric Vehicle Charging Station Buildout	Included in STIP	Included in STIP	Included in STIP	Included in STIP	Included in STIP
17049(31)	Statewide Rail Crossing	Included in STIP	Included in STIP	Included in STIP	Included in STIP	Included in STIP
17050(31)	Small Scale Bridge Improvement	Included in STIP	Included in STIP	Included in STIP	Included in STIP	Included in STIP
17051(31)	Small Scale Traffic Safety	Included in STIP	Included in STIP	Included in STIP	Included in STIP	Included in STIP
17663(31)	Enhancement, bike/ped paths, scenic/hist, highway, landscape, historic preservation, etc.	Included in STIP	Included in STIP	Included in STIP	Included in STIP	Included in STIP
18262(31)	Recreational Trails	Included in STIP	Included in STIP	Included in STIP	Included in STIP	Included in STIP
19720(26)	Right-of-way Clearance	Included in STIP	Included in STIP	Included in STIP	Included in STIP	Included in STIP
20780(25)	3R/3P simple pavement preserve/restore, asphalt overlay strip sign	Included in STIP	Included in STIP	Included in STIP	Included in STIP	Included in STIP

ODOT JOB PIECE NO.	PROJECT	FEDERAL FUNDS	STATE FUNDS	OTHER FUNDS	LOCAL FUNDS	TOTAL
20781(25)	3B Bridge	Included in STIP	Included in STIP	Included in STIP	Included in STIP	Included in STIP
21016(25)	Preliminary Engineering	Included in STIP	Included in STIP	Included in STIP	Included in STIP	Included in STIP
23612(25)	County Bridge Program	Included in STIP	Included in STIP	Included in STIP	Included in STIP	Included in STIP
23613(25)	County Road Program	Included in STIP	Included in STIP	Included in STIP	Included in STIP	Included in STIP
23614(25)	Small City Road & Bridge Program	Included in STIP	Included in STIP	Included in STIP	Included in STIP	Included in STIP
25625(25)	Safe Routes to School	Included in STIP	Included in STIP	Included in STIP	Included in STIP	Included in STIP
25928	FTA Section 5311/5340 – Nonurbanized area FFY 2024 apportionment	Included in STIP	Included in STIP	Included in STIP	Included in STIP	Included in STIP
NA	FTA Section 5310 FFY 2024 apportionment	Included in STIP	Included in STIP	Included in STIP	Included in STIP	Included in STIP
29129	FTA Section 5339 Capital Grant Program FFY 2024 apportionment	Included in STIP	Included in STIP	Included in STIP	Included in STIP	Included in STIP
TOTAL		**$ 295,000**	**$13,815,000**	**$ 0**	**$ 4,678,750**	**$ 18,788,750**

Source: ODOT

Table 6: Federal Fiscal Year 2022 Local Transit Projects

PROJECT DESCRIPTION	FTA 5307 FUNDING	FTA 5339 FUNDING	Other Federal Funding	LOCAL FUNDING	FARES	LOCAL INCOME	STATE	TOTAL FUNDING
Operating Assistance	$ 1,127,788			$ 689,362	$225,000	$ 157,500	$280,926	$ 2,480,576
Capital Lease Monthly Administration/ Maintenance	$ 57,600			$ 14,400	$ 0	$ 0	$ 0	$ 72,000
Acquire Shop Equipment and Shop Vehicle	$ 6,400			$ 1,600	$ 0	$ 0	$ 0	$ 8,000
Acquire Misc. Support Equipment	$ 6,400			$ 1,600	$ 0	$ 0	$ 0	$ 8,000
Audit Services – Contract	$ 10,800	$ 0	$ 0	$ 2,700	$ 0	$ 0	$ 0	$ 13,500
Preventative Maintenance	$ 459,280	$ 0	$ 0	$ 114,820	$ 0	$ 0	$ 0	$ 574,100
Non Fixed ADA Paratransit Service	$ 120,000	$ 0	$ 0	$ 30,000	$ 0	$ 0	$ 0	$ 150,000
Passenger Amenities	$ 21,600	$ 0	$ 0	$ 5,400	$ 0	$ 0	$ 0	$ 27,000
Safety/Security	$ 3,200	$ 0	$ 0	$ 800	$ 0	$ 0	$ 0	$ 4,000
Alternative Energy Study	$ 0	$ 0	$ 56,000	$ 14,000	$ 0	$ 0	$ 0	$ 70,000
Transit Master Plan	$ 0	$ 0	$ 80,000	$ 20,000	$ 0	$ 0	$ 0	$ 100,000
Support Vehicles – Maintenance		$ 56,000		$ 14.000				$ 70,000

PROJECT DESCRIPTION	FTA 5307 FUNDING	FTA 5339 FUNDING	Other Federal Funding	LOCAL FUNDING	FARES	LOCAL INCOME	STATE	TOTAL FUNDING
Transit Facilities – A&E and Design	$ 0	$ 160,000	$ 0	$ 40,000	$ 0	$ 0	$ 0	$ 200,000
TOTAL	**$ 1,813,068**	**$ 216,000**	**$136,000**	**$948,682**	**$225,000**	**$ 157,500**	**$280,926**	**$ 3,777,176**

Source: LATS General Manager

Table 7: Federal Fiscal Year 2023 Transit Projects

PROJECT DESCRIPTION	FTA 5307 FUNDING	FTA 5339 FUNDING	LOCAL FUNDING	FARES	LOCAL INCOME	STATE	TOTAL FUNDING
Operating Assistance	$ 1,161,622	$ 0	$ 944,591	$231,750	$ 95,000	$150,000	$ 2,582,963
Capital Lease Monthly Administration/ Maintenance	$ 57,600		$ 14,400	$ 0	$ 0	$ 0	$ 72,000
Acquire Shop Equipment	$ 6,592		$ 1,648	$ 0	$ 0	$ 0	$ 8,240
Acquire Misc. Support Equipment	$ 6,592		$ 1,648	$ 0	$ 0	$ 0	$ 8,240
Audit Services – Contract	$ 11,124		$ 2,781	$ 0	$ 0	$ 0	$ 13,905
Preventative Maintenance	$ 482,244		$ 120,561	$ 0	$ 0	$ 0	$ 602,805
Non Fixed ADA Paratransit Service	$ 123,600		$ 30,900	$ 0	$ 0	$ 0	$ 154,500
Passenger Amenities	$ 22,248		$ 5,562	$ 0	$ 0	$ 0	$ 27,810

PROJECT DESCRIPTION	FTA 5307 FUNDING	FTA 5339 FUNDING	LOCAL FUNDING	FARES	LOCAL INCOME	STATE	TOTAL FUNDING
Safety/Security	$ 3,296		$ 824				$ 4,120
Transit Facilities – A&E and Design		$ 200,000	$ 41,200				$ 241,000
TOTAL	**$ 1,874,918**	**$ 200,000**	**$1,164,115**	**$231,750**	**$ 95,000**	**$150,000**	**$ 3,715,783**

Source: LATS General Manager

Table 8: Federal Fiscal Year 2024 Transit Projects

PROJECT DESCRIPTION	FTA 5307 FUNDING	FTA 5339 FUNDING	LOCAL FUNDING	FARES	LOCAL INCOME	STATE	TOTAL FUNDING
Operating Assistance	$ 1,196,470		$ 972,929	$238,703	$ 97,850	$154,500	$ 2,660,452
Capital Lease Monthly Administration/ Maintenance	$ 57,600		$ 14,400				$ 72,000
Acquire Shop Equipment	$ 6,790		$ 1,697				$ 8,487
Acquire Misc. Support Equipment	$ 6,790		$ 1,697				$ 8,487
Audit Services – Contract	$ 11,458		$ 2,864				$ 14,322
Preventative Maintenance	$ 506,356		$ 126,589				$ 632,945
Non Fixed ADA Paratransit Service	$ 127,308		$ 31,827				$ 159,135

PROJECT DESCRIPTION	FTA 5307 FUNDING	FTA 5339 FUNDING	LOCAL FUNDING	FARES	LOCAL INCOME	STATE	TOTAL FUNDING
Passenger Amenities	$ 22,915		$ 5,729				$ 28,644
Safety/Security	$ 3,395		$ 849				$ 4,244
Paratransit Vehicles		$ 249,000	$ 51,000				$ 300,000
Support Vehicles - Operations		$ 60,000	$ 15,000				$ 75,000
Transit Facilities – A&E and Design		$ 200,000	$ 150,000				$ 750,000
Transit Facilities - Construction		$ 600,000	$ 150,000				$ 750,000
TOTAL	**$ 1,939,082**	**$1,109,000**	**$1,415,782**	**$238,703**	**$97,850**	**$154,500**	**$ 4,954,916**

Source: LATS General Manager

Table 9: Federal Fiscal Year 2025 Transit Projects

PROJECT DESCRIPTION	FTA 5307 FUNDING	FTA 5339 FUNDING	LOCAL FUNDING	FARES	LOCAL INCOME	STATE	TOTAL FUNDING
Operating Assistance	$ 1,256,294		$1,021,575	$245,864	$100,786	$157,135	$ 2,783,653
Capital Lease Monthly Administration/ Maintenance	$ 57,600		$ 14,400				$ 72,000
Acquire Shop Equipment	$ 6,993		$ 1,748				$ 8,742

PROJECT DESCRIPTION	FTA 5307 FUNDING	FTA 5339 FUNDING	LOCAL FUNDING	FARES	LOCAL INCOME	STATE	TOTAL FUNDING
Acquire Misc. Support Equipment	$ 6,993		$ 1,748				$ 8,742
Audit Services – Contract	$ 11,801		$ 2,950				$ 14,752
Preventative Maintenance	$ 541,801		$ 135,450				$ 677,251
Non Fixed ADA Paratransit Service	$ 131,127		$ 32,782				$ 163,909
Passenger Amenities	$ 23,603		$ 5,901				$ 29,504
Safety/Security	$ 3,497		$ 874				$ 4,371
Fixed Route Vehicles		$ 6,640,000	$1,360,000				$ 8,000,000
Paratransit Vehicles		$ 166,000	$ 34,000				$ 200,000
Support Vehicles – Operations		$ 60,000	$ 15,000				$ 75,000
Transit Facilities – Demolition		$ 200,000	$ 41,200				$ 241,200
Transit Facilities – Construction		$ 800,000	$ 200,000				$ 1,000,000
TOTAL	**$ 2,039,710**	**$ 7,866,000**	**$2,867,629**	**$245,864**	**$100,786**	**$159,135**	**$ 13,279,123**

Source: LATS General Manager

Committee Membership

LMPO Transportation Policy Board

- City of Lawton, Mayor
- City of Lawton Council (2 members)
- City of Lawton Transit Trust
- Lawton - Fort Sill Regional Airport Authority, Chairman
- Comanche County Commissioner, Central District
- City Planning Commission, Chairman
- Oklahoma Transportation Commission, District Transportation Commissioner
- Oklahoma Department of Transportation, Division 7 Engineer

Non-voting Members

- U.S. Army Field Artillery Center and Fort Sill, Commanding General
- Oklahoma Department of Transportation, Strategic Asset & Performance Management Div.
- State Senator, as determined by State Senators representing LMA Member, Oklahoma House of Representatives, as determined by those members representing the LMATS area
- Federal Highway Administration, Oklahoma Division Administrator
- Federal Transit Administration Region VI

Transportation Technical Committee

- City of Lawton, Director of Planning
- City of Lawton, Director Public Works
- City of Lawton, City Engineer
- Lawton Chamber of Commerce & Industry, Executive Director
- Oklahoma Department of Transportation, Division 7 Engineer
- Oklahoma Department of Transportation, Strategic Asset & Performance Management Div.
- Oklahoma Department of Transportation, Transit Planning Manager
- Association of South Central Oklahoma Governments, Executive Director
- U.S. Army Field Artillery Center and Fort Sill, Director of Public Works
- Lawton Area Transit System, General Manager
- Lawton-Fort Sill Regional Airport Authority, Airport Manager

Non-voting Members

- Comanche Tribe
- Apache Tribe
- Kiowa Tribe
- Federal Highway Administration, Oklahoma Division Administrator
- Federal Transit Administration, Region VI

ITEM NO. ____________
MEETING DATE February 7, 2023

LMPO TRANSPORTATION POLICY BOARD AGENDA ITEM COMMENTARY

ITEM TITLE: Receive a report from Staff regarding corrective measures taken to address the concerns of the FY21 Audit.

INITIATOR: Charlotte Brown, LMPO Director

STAFF INFORMATION SOURCE: Charlotte Brown, LMPO Director
Jonathan Stone, Transportation Planner

BACKGROUND: On January 4, 2022, the LMPO Policy Board received the FY21 audit. This audit indicated that changes needed to be made to the LMPO finances and the reporting of the finances to the Policy Board. Unfortunately, due to staffing changes the minutes of the January 4th 2022 MPO meetings were lost.

Corrective measures taken by Staff over the last year include, working with the City's Finance division to provide financial services for the LMPO and providing regular financial reports to the Transportation Policy Board. Staff is also continuing to improve the timing of the claims being submitted to ODOT for reimbursement.

EXHIBITS: FY21 Audit

KEY ISSUES: None

FUNDING SOURCE: N/A

RECOMMENDED ACTION: Receive a report from Staff regarding measures taken to address the concerns of the FY21 Audit and provide direction as necessary.

LAWTON METROPOLITAN PLANNING ORGANIZATION
A Component Unit of the City of Lawton
Financial Statements
For the Year Ended June 30, 2021

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ROBERT D. TURNER C.P.A.

808 WEST GORE BLVD. • LAWTON, OK 73501 • (580) 248-7738 • fax (877) 366-0330

INDEPENDENT AUDITOR'S REPORT

To the Trustees of
The Lawton Metropolitan Planning Organization
Lawton, Oklahoma

Report on Financial Statement

I have audited the accompanying statement of net position of the Lawton Metropolitan Planning Organization (a component unit of the City of Lawton) as of June 30, 2021, and the related statements of revenues, expenses and changes in net position, cash flows and the related notes to the financial statements for the year then ended comprising the basic financial statements of the component unit.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

Auditor's Responsibility

My responsibility is to express an opinion on these financial statements based on my audit. I conducted my audit in accordance with auditing standards generally accepted in the United States of America and standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States. Those standards require that I plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, I express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

I believe that the audit evidence I have obtained is sufficient and appropriate to provide a basis for my audit opinion.

Opinion

In my opinion, the financial statements referred to above present fairly, in all material respects, the financial position of the Lawton Metropolitan Planning Organization, as of June 30, 2021, and the changes in financial position and cash flows thereof and for the year then ended in conformity with accounting principles generally accepted in the United States of America.

Other Matters

The Lawton Metropolitan Planning Organization has omitted the management's discussion and analysis that accounting principles generally accepted in the United States of America require to be presented to supplement the basic financial statements. Such missing information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board, which considers it to be an essential part of the financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. My opinion on the basic financial statements is not affected by this missing information.

Other Reporting Required by *Government Auditing Standards*

In accordance with *Government Auditing Standards,* I have also issued my report dated December 22, 2021, on my consideration of Lawton Metropolitan Planning Organization's internal control over financial reporting and on my tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is to describe the scope of my testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering Lawton Metropolitan Planning Organization's internal control over financial reporting and compliance.

Robert D. Turner

Robert D. Turner, CPA
December 22, 2021

LAWTON METROPOLITAN PLANNING ORGANIZATION

A Component Unit of the City of Lawton
Statement of Net Position
As of June 30, 2021

ASSETS

Current Assets		
Cash and Cash Equivalents	$ 46,167	
Accounts Receivable	169,250	
Total Current Assets		$ 215,417
Noncurrent Assets		
Office Furniture and Equipment	17,674	
Less: Accumulated Depreciation	(10,324)	
Total Noncurrent Assets		7,350
TOTAL ASSETS		$ 222,767

LIABILITIES AND NET POSITION

Current Liabilities		
Payable to City of Lawton	$ 126,930	
Total Current Liabilities		$ 126,930
Net Position		
Net Investment in Capital Assets	7,350	
Unrestricted Net Position	88,487	
Total Net Position		95,837
TOTAL NET POSITION		$ 95,837

See notes to the financial statements.

LAWTON METROPOLITAN PLANNING ORGANIZATION
A Component Unit of the City of Lawton
Statement of Revenue, Expense and Changes in Net Position
For the Year Ending June 30, 2021

Operating Revenues		
Intergovernmental:		
Oklahoma Department of Transportation		$ 184,730
Operating Expenses		
Air Quality	$ 7,504	
Bike Safety	20,950	
Depreciation	2,416	
Professional Services	139,140	
Reimbursement to the City of Lawton	16,500	
Supplies	616	
Total Operating Expenses		187,126
Operating Income (Loss)		(2,396)
Nonoperating Revenues		
Interest Income	150	
Total Nonoperating Revenues		150
Change in Net Position		(2,246)
Net Position Beginning of Year		94,281
Prior Period Adjustment (Note 10)		3,802
Net Position End of Year		$ 95,837

See notes to the financial statements.

LAWTON METROPOLITAN PLANNING ORGANIZATION

A Component Unit of the City of Lawton
Statement of Cash Flow
For the Year Ending June 30, 2021

Cash Flows from Operating Activities		
Receipts from Oklahoma Department of Transportation	$ 125,542	
Payment to Other Vendors	(168,210)	
Net Cash Used by Operating Activities		$ (42,668)
Cash Flows from Financing Activities		
Cash Flows from Investing Activities		
Investment Income		150
Net Cash Provided by Investing Activities		150
Net Increase (Decrease) in Cash and Cash Equivalents		(42,518)
Cash and Cash Equivalents - June 30, 2020		88,685
Cash and Cash Equivalents - June 30, 2021		$ 46,167

Reconciliation of Operating Income to Net Cash Used by Operating Activities:	
Operating Income (Loss)	$ (2,396)
Adjustments to Reconcile Operating Income to Cash Provided by Operating Activities:	
Depreciation	2,416
Changes in Assets and Liabilities:	
Increase Accounts Receivable	(59,188)
Increase Payable to the City of Lawton	16,500
Net Cash Used by Operating Activities	$ (42,668)

See notes to the financial statements.

1. Reporting Entity

The Lawton Metropolitan Planning Organization (LMPO) is federally designated Metropolitan Planning Organization for the Lawton Urbanized Area, as defined by the 2000 U.S. Census. It was established by the Federal Highway Act of 1962 to assure that a continuing, cooperative, and comprehensive transportation planning process takes place that results in the development of plans, programs, and projects that consider all transportation modes and supports the goals of the community. The financial statements of LMPO are included as a component unit in the reporting entity financial report of the City of Lawton, Oklahoma.

The LMPO membership consists of elected local officials, officials of public agencies that administer or operate major modes of transportation in the metropolitan area, and appropriate State officials. The planning and program management functions are administered and implemented by the City of Lawton's Planning Division, which provides staff, technical and clerical support, and is also designated as the LMPO secretary.

2. Summary of Significant Accounting Policies

This report is prepared in conformity with U.S. Generally accepted Accounting Principles (GAAP) and the provisions of Government Accounting Standards Board (GASB) Statement No. 34, *Basic Financial Statements for State and Local Governments.* GASB Statement No. 34 establishes standards for external financial reporting for all state and local governmental entities which include a Statement of Net Position, a Statement of Revenues, Expenses, and Changes in Net Position and a Statement of Cash Flows.

Basis of Accounting – The Organization is considered a proprietary component-unit of the City of Lawton. The financial statements have been prepared on the accrual basis of accounting whereby revenues are recognized when earned and expenditures are recognized when incurred. The Statement of Revenues, Expenses, and Changes in Net Position is a statement of financial activities related to the current reporting period.

Government –wide Financial Statements -- The adopted GASB Statements require that the overall financial condition of the Organization be displayed in three entity-wide financial statements. These are the Statement of Net Position, the Statement of Revenues, Expenses, and Changes in Net Position, and the Statement of Cash Flows. These include all financial activity of the Organization.

2. Summary of Significant Accounting Policies (Continued)

GASB Statement No. 34 requires that the Statement of Net Position classify Net Position into three components: net investment in capital assets, restricted, and unrestricted. These classifications are defined as follows.

Net Investment in Capital Assets -- This component of Net Position consists of capital assets, including restricted capital assets, net of accumulated depreciation and reduced by the outstanding balances of any bonds, mortgages, notes, or other borrowings that are attributable to the acquisition, construction, or improvement of those assets. If there are significant unspent related debt proceeds at year-end, the portion of debt attributable to the unspent proceeds are not included in the calculation of investment in capital assets, net of related debt. Rather, that portion of the debt is included in the Net Position component as the unspent proceeds.

Restricted Net Position -- This component of Net Position consists of constraints placed on net asset use through external restrictions imposed by creditors (such as through debt covenants), grantors, contributors, or laws or regulations of other governments or constraints imposed by law through constitutional provision or enabling legislation.

Unrestricted Net Position -- This component of Net Position consists of those Net Position that do not meet the definition of "restricted" or "invested in capital assets, net of related debt."

Use of Estimates -- Management uses estimates and assumptions in preparing financial statements. Those estimates and assumptions affect the reported amounts of assets, liabilities and Net Position, the disclosure of contingent assets and liabilities, and the reported revenues and expenses. Actual results could differ from those estimates.

Cash and Cash Equivalents -- the Organization considers all highly liquid debt instruments with original maturities of 90 days or less to be cash equivalents. Cash balances are maintained at one financial institution.

Investments -- All investments are recorded at fair value.

2. Summary of Significant Accounting Policies (Continued)

Capital Assets -- Acquisitions of property and equipment with a useful life of more than one year are recorded as additions to fixed assets. Depreciation of property and equipment has been calculated on the estimated useful lives using the straight-line method and a 5 to 10 year life.

Operating and Nonoperating Revenue and Expenses – The proprietary fund financial statements distinguish operating revenues from nonoperating items. Operating revenues and expenses are those that result from providing services associated with the principal activities of the respective fund. Nonoperating revenues and expenses are all those that do not meet the criteria described previously.

Statements of Cash Flows -- In accordance with FASB Statement No. 95, *Statement of Cash Flows*, as amended by FASB Statement No. 117, the accompanying financial statements include a Statement of Cash Flows which is presented using the direct method.

Income Tax Status -- the Organization qualifies as an organization exempt from income taxes. As a government instrumentality, no provision has been made for federal or state income taxes.

3. Deposits and Deposit Risk

The Lawton Metropolitan Planning Organization is governed by the deposit and investment limitations of state law. The Organization held the following deposits at June 30, 2021 and reported at fair value, are as follows:

Type	Carrying Value
Demand deposits	$ 46,167
Time deposits	0
	46,167
Investments	0
Total deposits & investments	$ 46,167

Custodial Credit Risk – Deposits in financial institutions, reported as components of cash and cash equivalents at June 30, 2021 were $ 46,167, which is below the FDIC limit.

3. Deposits and Deposit Risk (continued)

Investment Interest Rate Risk – The Organization has no normal investment policy that limits investment maturities as a means of managing its exposure to fair value losses arising from increasing interest rates.

Investment Credit Risk – The Organization has no investment policy that limits its investment choices other than the limitation of state law as follows:

a. Direct obligations of the U. S. Government, its agencies and instrumentalities to which the full faith and credit of the U. S. Government is pledged, or obligations to the payment of which the full faith and credit of the State is pledged.

b. Certificates of deposit or savings accounts that are either insured or secured with acceptable collateral with financial institutions, and fully insured certificates of deposit or savings accounts in out-of-state financial institutions.

Concentration of Investment Credit Risk – The Organization places no limit on the amount it may invest in any one issuer.

4. Accounts Receivable

LMPO receives its funding from the Oklahoma Department of Transportation through three contracts. These contracts provide for reimbursement of 80% of auditable costs as submitted by LMPO on a monthly basis. The City of Lawton is responsible for 20% of the costs. As of June 30, 2021, the Oklahoma Department of Transportation owed LMPO the following:

Contract	Amount
FHWAPL Funds	$ 170,357
FTA 5303 Funds	877
CMAQ Project Funds	13,496
Total Accounts Receivable	$ 184,730

5. Capital Assets

During the year ended June 30, 2021, the following changes in capital assets occurred:

	Balance 06/30/20	Additions	Deletions	Balance 06/30/21
Furniture and Equipment	$ 17,674	$	$	$ 17,674
Less Accumulated Depreciation	7,908	2,416		10,324
Total capital assets, not being depreciated	$ 9,766	$ (2,416)	$	$ 7,350

6. Accounts Payable

Accounts payable consist of amounts due to vendors and amounts due to the City of Lawton. The City of Lawton and the Lawton Metropolitan Planning Organization have signed a Memorandum of Understanding to outline the responsibilities of each party in relation to the contracts that LMPO has entered into with the Oklahoma Department of Transportation.

7. Subsequent Events

The Organization has evaluated subsequent events through December 22, 2021 the date which the financial statements were available to be issued.

8. Related Party Transactions

LMPO has a memorandum of Understanding with the City of Lawton, Oklahoma. LMPO agrees to reimburse the City of Lawton an amount not to exceed $ 210,500 in transportation planning and Section 5303 grant funds apportioned in fiscal year 2021 within ninety days of the end of the fiscal year. City of Lawton employees provide shared services to LMPO. The amount of shared services for which the LMPO owed to the city at June 30, 2021 are $ 126,430.

9. Economic Dependency

LMPO is dependent upon agreements with the Oklahoma Department of Transportation (and the related Federal programs) for funding. These programs could be reduced or discontinued in future years with significant negative impact to LMPO.

10. Prior Period Adjustment

LMPO in the June 30, 2020 financial statements included the amount of $ 3,802 in accounts payable. These expenses were duplicated in the prior year. This adjustment matches expenses with grant income and increases net position unrestricted by $ 3,802.

ROBERT D. TURNER C.P.A.
808 WEST GORE BLVD. • LAWTON, OK 73501 • (580) 248-7738 • fax (877) 366-0330

INDEPENDENT AUDITOR'S REPORT ON INTERNAL CONTROL OVER FINANCIAL REPORTING AND ON COMPLIANCE AND OTHER MATTERS BASED ON AN AUDIT OF FINANCIAL STATEMENTS PERFORMED IN ACCORDANCE WITH *GOVERNMENT AUDITING STANDARDS*

To the Trustees of
The Lawton Metropolitan Planning Organization

I have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the statement of net position and the related statements of revenues, expenses and changes in net position and cash flows of the Lawton Metropolitan Planning Organization as of and for the year ended June 30, 2021 and the related notes to the financial statements, which collectively comprise the Lawton Metropolitan Planning Organization's basic financial statement and issued my report thereon dated December 22, 2021.

Internal Control Over Financial Reporting

In planning and performing my audit, I considered the Lawton Metropolitan Planning Organization's control over financial reporting as a basis for designing my auditing procedures for the purpose of expressing my opinion on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the Lawton Metropolitan Planning Organization's internal control over financial reporting. Accordingly, I do not express an opinion on the effectiveness of the Lawton Metropolitan Planning Organization's internal control.

A deficiency in internal control exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent or detect and correct misstatements on a timely basis. A material weakness is a deficiency, or combination of deficiencies, in internal control such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented, or detected and corrected on a timely basis. A *significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

My consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or, significant deficiencies. Given these limitations, during my audit I did not identify any deficiencies in internal control that I consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

Compliance and Other Matters

As part of obtaining reasonable assurance about whether Lawton Metropolitan Planning Organization's financial statements are free of material misstatement, I performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the determination of financial statement amounts. However, providing an opinion on compliance with those provisions was not an objective of my audit, and accordingly, I do not express such an opinion. The results of my test disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards.*

Purpose of this Report

The purpose of this report is solely to describe the scope of my testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

Robert D. Turner

Robert D. Turner, C.P.A.
December 22, 2021

ITEM NO. _______________
MEETING DATE: February 7, 2023

LMPO TRANSPORTATION POLICY BOARD AGENDA ITEM COMMENTARY

ITEM TITLE: Receive a presentation from Robert D. Turner, CPA on the LMPO audit for the period beginning July 1, 2021, and ending June 30, 2022, and consider accepting the audit.

INITIATOR: LMPO

STAFF INFORMATION SOURCE: Charlotte Brown (LMPO Director)
Jonathan Stone (Transportation Planner)

BACKGROUND: As part of the Agreements between the LMPO and the Oklahoma Department of Transportation, the LMPO agrees to provide ODOT with a Single Audit performed in accordance with the Single Audit Act Amendment of 1996 and the revised OMB Circular A-133 to ensure compliance with federal and state laws, regulations and provisions of the Agreements.

Robert D. Turner, CPA has prepared the FY 2021-2022 audit. A copy of the draft report is attached.

EXHIBITS: Draft FY 2022 Audit

KEY ISSUES:

FUNDING SOURCE: PL Grant 80%; LMPO 20%

RECOMMENDED ACTION: Receive a presentation from Robert D. Turner, CPA on the LMPO audit for the period beginning July 1, 2021, and ending June 30, 2022, and accept the audit.

<u>LAWTON METROPOLITAN PLANNING ORGANIZATION</u>
A Component Unit of the City of Lawton
<u>Financial Statements</u>
For the Year Ended June 30, 2022

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ROBERT D. TURNER C.P.A.

808 WEST GORE BLVD. • LAWTON, OK 73501 • (580) 248-7738 • fax (877) 366-0330

INDEPENDENT AUDITOR'S REPORT

To the Trustees of
The Lawton Metropolitan Planning Organization
Lawton, Oklahoma

Opinion

I have audited the accompanying financial statements of Lawton Metropolitan Planning Organization (LMPO), which comprise the statement of net position as of June 30, 2022 and the related statements of revenues, expenses and changes in net position and cash flows for the year then ended, and the related notes to the financial statements.

In my opinion, the financial statements referred to above present fairly, in all material respects, the net position of Lawton Metropolitan Planning Organization as of June 30, 2022 and the changes in its net position and its cash flows for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Basis for Opinion

I conducted my audit in accordance with auditing standards generally accepted in the United States of America. My responsibilities under those standards are further described in the Auditor's Responsibilities for the Audit of the Financial Statements section of my report. I am required to be independent of Lawton Metropolitan Planning Organization and to meet my other ethical responsibilities in accordance with the relevant ethical requirements relating to my audit. I believe that the audit evidence I have obtained is sufficient and appropriate to provide a basis for my audit opinion.

Responsibilities of Management for the Financial Statements

Management is responsible for the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America, and for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about Lawton Metropolitan Planning Organization's ability to continue as a going concern within one year after the date that the financial statements are available to be issued.

Auditor's Responsibilities for the Audit of the Financial Statements

My objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes my opinion.

Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with generally accepted auditing standards will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements, including omissions, are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

In performing an audit in accordance with generally accepted auditing standards, I:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of Lawton Metropolitan Planning Organization's internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.
- Conclude whether, in my judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about the Lawton Metropolitan Planning Organization's ability to continue as a going concern for a reasonable period of time.

I am required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control related matters that I identified during the audit.

Other Matters

The Lawton Metropolitan Planning Organization has omitted the management's discussion and analysis that accounting principles generally accepted in the United States of America require to be presented to supplement the basic financial statements. Such missing information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board, which considers it to be an essential part of the financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. My opinion on the basic financial statements is not affected by this missing information.

Other Reporting Required by *Government Auditing Standards*

In accordance with *Government Auditing Standards,* I have also issued my report dated January 23, 2023, on my consideration of Lawton Metropolitan Planning Organization's internal control over financial reporting and on my tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is to describe the scope of my testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering Lawton Metropolitan Planning Organization's internal control over financial reporting and compliance.

Robert D. Turner

Robert D. Turner, CPA
January 23, 2023

LAWTON METROPOLITAN PLANNING ORGANIZATION

A Component Unit of the City of Lawton
Statement of Net Position
As of June 30, 2022

ASSETS

Current Assets				
Cash and Cash Equivalents	$	130,778		
Accounts Receivable		312,079		
Total Current Assets			$	442,857
Noncurrent Assets				
Office Furniture and Equipment		17,674		
Less: Accumulated Depreciation		(12,235)		
Total Noncurrent Assets				5,439
TOTAL ASSETS			$	448,296

LIABILITIES AND NET POSITION

Current Liabilities				
Acounts Payable	$	148,330		
Total Current Liabilities			$	148,330
Non Current Liabilities				
Payable to City of Lawton		211,027		
Total Non Current Liabilities				211,027
Total Liabilities			$	359,357
Net Position				
Net Investment in Capital Assets		5,439		
Unrestricted Net Position		83,500		
Total Net Position				88,939
TOTAL NET POSITION			$	88,939

See notes to the financial statements.

LAWTON METROPOLITAN PLANNING ORGANIZATION
A Component Unit of the City of Lawton
Statement of Revenue, Expense and Changes in Net Position
For the Year Ending June 30, 2022

Operating Revenues		
Intergovernmental:		
Oklahoma Department of Transportation		$ 460,552
Operating Expenses		
Depreciation	$ 1,911	
Professional Services	304,860	
Publice Service Announcements	56,174	
Reimbursement to the City of Lawton	96,168	
Supplies	2,480	
Web Site	870	
Total Operating Expenses		462,463
Operating Income (Loss)		(1,911)
Nonoperating Revenues		
Interest Income	85	
Total Nonoperating Revenues		85
Change in Net Position		(1,826)
Net Position Beginning of Year		95,837
Prior Period Adjustment (Note 10)		(5,072)
Net Position End of Year		$ 88,939

See notes to the financial statements.

LAWTON METROPOLITAN PLANNING ORGANIZATION

A Component Unit of the City of Lawton

Statement of Cash Flow

For the Year Ending June 30, 2022

Cash Flows from Operating Activities				
Receipts from Oklahoma Department of Transportation	$	317,723		
Payment to Other Vendors		(233,197)		
Net Cash Provided by Operating Activities			$	84,526
Cash Flows from Financing Activities				
Cash Flows from Investing Activities				
Investment Income				85
Net Cash Provided by Investing Activities				85
Net Increase (Decrease) in Cash and Cash Equivalents				84,611
Cash and Cash Equivalents - June 30, 2021				46,167
Cash and Cash Equivalents - June 30, 2022			$	130,778

Reconciliation of Operating Income to Net Cash Used by Operating Activities:		
Operating Income (Loss)	$	(1,911)
Adjustments to Reconcile Operating Income to Cash Provided by Operating Activities:		
Depreciation		1,911
Changes in Assets and Liabilities:		
Increase Accounts Receivable		(142,829)
Increase Accounts Payable		143,258
Increase Payable to the City of Lawton		84,097
Net Cash Used by Operating Activities	$	84,526

See notes to the financial statements.

1. Reporting Entity

The Lawton Metropolitan Planning Organization (LMPO) is federally designated Metropolitan Planning Organization for the Lawton Urbanized Area, as defined by the 2000 U.S. Census. It was established by the Federal Highway Act of 1962 to assure that a continuing, cooperative, and comprehensive transportation planning process takes place that results in the development of plans, programs, and projects that consider all transportation modes and supports the goals of the community. The financial statements of LMPO are included as a component unit in the reporting entity financial report of the City of Lawton, Oklahoma.

The LMPO membership consists of elected local officials, officials of public agencies that administer or operate major modes of transportation in the metropolitan area, and appropriate State officials. The planning and program management functions are administered and implemented by the City of Lawton's Planning Division, which provides staff, technical and clerical support, and is also designated as the LMPO secretary.

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Government –wide Financial Statements -- The adopted GASB Statements require that the overall financial condition of the Organization be displayed in three entity-wide financial statements. These are the Statement of Net Position, the Statement of Revenues, Expenses, and Changes in Net Position, and the Statement of Cash Flows. These include all financial activity of the Organization.

2. Summary of Significant Accounting Policies (Continued)

GASB Statement No. 34 requires that the Statement of Net Position classify Net Position into three components: net investment in capital assets, restricted, and unrestricted. These classifications are defined as follows.

Net Investment in Capital Assets -- This component of Net Position consists of capital assets, including restricted capital assets, net of accumulated depreciation and reduced by the outstanding balances of any bonds, mortgages, notes, or other borrowings that are attributable to the acquisition, construction, or improvement of those assets. If there are significant unspent related debt proceeds at year-end, the portion of debt attributable to the unspent proceeds are not included in the calculation of investment in capital assets, net of related debt. Rather, that portion of the debt is included in the Net Position component as the unspent proceeds.

Restricted Net Position -- This component of Net Position consists of constraints placed on net asset use through external restrictions imposed by creditors (such as through debt covenants), grantors, contributors, or laws or regulations of other governments or constraints imposed by law through constitutional provision or enabling legislation.

Unrestricted Net Position -- This component of Net Position consists of those Net Position that do not meet the definition of "restricted" or "invested in capital assets, net of related debt."

Use of Estimates -- Management uses estimates and assumptions in preparing financial statements. Those estimates and assumptions affect the reported amounts of assets, liabilities and Net Position, the disclosure of contingent assets and liabilities, and the reported revenues and expenses. Actual results could differ from those estimates.

Cash and Cash Equivalents -- the Organization considers all highly liquid debt instruments with original maturities of 90 days or less to be cash equivalents. Cash balances are maintained at one financial institution.

Investments -- All investments are recorded at fair value.

2. Summary of Significant Accounting Policies (Continued)

Capital Assets -- Acquisitions of property and equipment with a useful life of more than one year are recorded as additions to fixed assets. Depreciation of property and equipment has been calculated on the estimated useful lives using the straight-line method and a 5 to 10 year life.

Operating and Nonoperating Revenue and Expenses – The proprietary fund financial statements distinguish operating revenues from nonoperating items. Operating revenues and expenses are those that result from providing services associated with the principal activities of the respective fund. Nonoperating revenues and expenses are all those that do not meet the criteria described previously.

Statements of Cash Flows -- In accordance with FASB Statement No. 95, *Statement of Cash Flows*, as amended by FASB Statement No. 117, the accompanying financial statements include a Statement of Cash Flows which is presented using the direct method.

Income Tax Status -- the Organization qualifies as an organization exempt from income taxes. As a government instrumentality, no provision has been made for federal or state income taxes.

3. Deposits and Deposit Risk

The Lawton Metropolitan Planning Organization is governed by the deposit and investment limitations of state law. The Organization held the following deposits at June 30, 2022 and reported at fair value, are as follows:

Type	Carrying Value
Demand deposits	$ 130,778
Time deposits	0
	130,778
Investments	0
Total deposits & investments	$ 130,778

Custodial Credit Risk – Deposits in financial institutions, reported as components of cash and cash equivalents at June 30, 2022 were $ 130,778, which is below the FDIC limit.

3. Deposits and Deposit Risk (continued)

Investment Interest Rate Risk – The Organization has no normal investment policy that limits investment maturities as a means of managing its exposure to fair value losses arising from increasing interest rates.

Investment Credit Risk – The Organization has no investment policy that limits its investment choices other than the limitation of state law as follows:

a. Direct obligations of the U. S. Government, its agencies and instrumentalities to which the full faith and credit of the U. S. Government is pledged, or obligations to the payment of which the full faith and credit of the State is pledged.

b. Certificates of deposit or savings accounts that are either insured or secured with acceptable collateral with financial institutions, and fully insured certificates of deposit or savings accounts in out-of-state financial institutions.

Concentration of Investment Credit Risk – The Organization places no limit on the amount it may invest in any one issuer.

4. Accounts Receivable

LMPO receives its funding from the Oklahoma Department of Transportation through three contracts. These contracts provide for reimbursement of 80% of auditable costs as submitted by LMPO on a monthly basis. The City of Lawton is responsible for 20% of the costs. As of June 30, 2022, the Oklahoma Department of Transportation owed LMPO the following:

Contract	Amount
FHWAPL Funds	$ 151,227
FTA 5303 Funds	44,857
CMAQ Project Funds	115,995
Total Accounts Receivable	$ 312,079

5. Capital Assets

During the year ended June 30, 2022, the following changes in capital assets occurred:

	Balance 06/30/21	Additions	Deletions	Balance 06/30/22
Furniture and Equipment	$ 17,674	$	$	$ 17,674
Less Accumulated Depreciation	10,324	1,911		12,235
Total capital assets, not being depreciated	$ 7,350	$ (1,911)	$	$ 5,439

6. Accounts Payable

Accounts payable consist of amounts due to vendors and amounts due to the City of Lawton. The City of Lawton and the Lawton Metropolitan Planning Organization have signed a Memorandum of Understanding to outline the responsibilities of each party in relation to the contracts that LMPO has entered into with the Oklahoma Department of Transportation.

7. Subsequent Events

The Organization has evaluated subsequent events through January 23, 2023 the date which the financial statements were available to be issued.

8. Related Party Transactions

LMPO has a memorandum of Understanding with the City of Lawton, Oklahoma. LMPO agrees to reimburse the City of Lawton an amount not to exceed $ 398,760 in transportation planning and Section 5303 grant funds apportioned in fiscal year 2022 within ninety days of the end of the fiscal year (under certain circumstances the LMPO director may delay reimbursement to the City of Lawton). City of Lawton employees provide shared services to LMPO. The amount of shared services for which the LMPO owed to the city at June 30, 2022 are $ 211,027.

9. Economic Dependency

LMPO is dependent upon agreements with the Oklahoma Department of Transportation (and the related Federal programs) for funding. These programs could be reduced or discontinued in future years with significant negative impact to LMPO.

10. Prior Period Adjustment

LMPO did not record accounts payable in the prior year in the amount of $ 5,072. This adjustment was necessary to match expenses with grant income. This adjustment decreased Net Position by $ 5,072 as noted on page 5.

ROBERT D. TURNER C.P.A.
808 WEST GORE BLVD. • LAWTON, OK 73501 • (580) 248-7738 • fax (877) 366-0330

INDEPENDENT AUDITOR'S REPORT ON INTERNAL CONTROL OVER FINANCIAL REPORTING AND ON COMPLIANCE AND OTHER MATTERS BASED ON AN AUDIT OF FINANCIAL STATEMENTS PERFORMED IN ACCORDANCE WITH *GOVERNMENT AUDITING STANDARDS*

To the Trustees of
The Lawton Metropolitan Planning Organization

I have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the statement of net position and the related statements of revenues, expenses and changes in net position and cash flows of the Lawton Metropolitan Planning Organization as of and for the year ended June 30, 2022 and the related notes to the financial statements, which collectively comprise the Lawton Metropolitan Planning Organization's basic financial statement and issued my report thereon dated January 23, 2023.

Internal Control Over Financial Reporting

In planning and performing my audit, I considered the Lawton Metropolitan Planning Organization's control over financial reporting as a basis for designing my auditing procedures for the purpose of expressing my opinion on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the Lawton Metropolitan Planning Organization's internal control over financial reporting. Accordingly, I do not express an opinion on the effectiveness of the Lawton Metropolitan Planning Organization's internal control.

A deficiency in internal control exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent or detect and correct misstatements on a timely basis. A material weakness is a deficiency, or combination of deficiencies, in internal control such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented, or detected and corrected on a timely basis. A *significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

My consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or, significant deficiencies. Given these limitations, during my audit I did not identify any deficiencies in internal control that I consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

Compliance and Other Matters

As part of obtaining reasonable assurance about whether Lawton Metropolitan Planning Organization's financial statements are free of material misstatement, I performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the determination of financial statement amounts. However, providing an opinion on compliance with those provisions was not an objective of my audit, and accordingly, I do not express such an opinion. The results of my test disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

Purpose of this Report

The purpose of this report is solely to describe the scope of my testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

Robert D. Turner

Robert D. Turner, C.P.A.
January 23, 2023

ITEM NO. ____________
MEETING DATE: February 7, 2023

LMPO TRANSPORTATION POLICY BOARD AGENDA ITEM COMMENTARY

ITEM TITLE: Consider approving the Request for Proposals for the audit of the Lawton Metropolitan Planning Organization for fiscal years ending June 30^{th}, 2023, 2024, and 2025.

INITIATOR: LMPO

STAFF INFORMATION SOURCE: Charlotte Brown (LMPO Director)
Jonathan Stone (Transportation Planner)

BACKGROUND: As part of the Agreements between the LMPO and the Oklahoma Department of Transportation (ODOT), the LMPO agrees to provide ODOT with an annual financial audit of the LMPO financial statements. Additionally, if applicable, a Single Audit performed in accordance with the Single Audit Act as amended in 1996 and 2 CFR part 200, subpart F to remain in compliance with federal and state laws, regulations and provisions of the Agreements.

The Request for Proposal (RFP) for audit services is for a 3-year period beginning with the FY 2023 audit and ending with the FY 2025 audit. Staff will provide the RFP to certified public accountants with audit experience and located within the state of Oklahoma.

EXHIBITS: RFP

KEY ISSUES: None

FUNDING SOURCE: 80% ODOT/20% City

RECOMMENDED ACTION: Approve the RFP for audit services for fiscal years ending June 30^{th}, 2023, 2024, and 2025 and authorize staff to issue the RFP.

Lawton Metropolitan Planning Organization
212 Southwest 9th Street
Lawton, OK 73501-4078
Phone (580) 581-3375
Fax (580) 581-3573
www.lawtonmpo.org

REQUEST FOR PROPOSALS
For
AUDIT SERVICES
RFP LMPO-020723

Deadline: Friday, March 10, 2023 at 5:00 p.m. CST
Delivery Location: 212 SW 9th Street, Lawton, OK 73501
Contact Person: Jonathan Stone – Jonathan.Stone@lawtonok.gov
Date of Issue: February 7, 2023

The Lawton Metropolitan Planning Organization is seeking proposals from qualified certified public accountants to audit its financial statements for fiscal years ending June 30, 2023, 2024, and 2025. The Lawton Metropolitan Planning Organization receives a minimum of $295,000 annually in Federal Highway Administration Planning Funds, Federal Transit Administration 5303 planning funds, and Congestion Mitigation and Air Quality funds through the Oklahoma Department of Transportation.

The audit is to be performed in accordance with generally accepted auditing standards and the applicable laws of the State of Oklahoma. In the case that the LMPO meets the threshold of $750,000 or more in Federal grant funds expended during its fiscal year, it is subject to the reporting requirements of the 1984 Single Audit Act as amended in 1996 and in accordance with (OMB) 2 CFR Part 200 Subpart F. (The LMPO has not met this threshold in the past 5 years.)

The following reports are expected at the completion of the audit:

1. A report on examination of the financial statements of the LMPO. The financial statements and the notes to the financial statements will be prepared by the auditor.

2. A report of comments and recommendations which shall contain observations about any weaknesses in the LMPO's controls with recommendations for correcting weaknesses and other suggestions for achieving savings.

3. Any additional reports required by federal or state regulations and government auditing standards.

Proposals must provide the following:

1. A statement of your understanding of the work to be performed.

2. The not-to-exceed fee for performing each annual audit. This fee includes out-of-pocket expenses you might anticipate charging the LMPO, including filing the approved audit with the Oklahoma State Auditor.

3. Information on the firm's background and experience auditing governmental entities, specifically metropolitan planning organizations, or in auditing programs financed by Federal, State, and Local governments.

4. A list of the staff members to be assigned to this audit indicating at a minimum their position in the firm and experience.

5. A list of previous clients with contact persons and telephone numbers.

The schedule of significant events relating to this project is shown below. The LMPO reserves the right to modify this schedule.

Release of RFP	February 7, 2023
Deadline for Written Questions	February 24, 2023
Proposals Due	March 10, 2023, 5:00 p.m. CST
Contract Award by LMPO	April 4, 2023

The audits must be presented to the LMPO no later than November 15th following the end of the fiscal year.

The LMPO will make available its books no later than 90 days following the close of the fiscal year.

The auditor shall provide fifteen (15) copies of the Final Audit Report.

Proposals are due no later than 5:00 p.m., CST, **Friday, March 10, 2023**. Proposals can be sent to the following address or emailed to: Jonathan.Stone@lawtonok.gov

Lawton Metropolitan Planning Organization
Attention: Jonathan Stone
212 SW 9th Street
Lawton, Oklahoma 73501

If you have any questions concerning this request for proposal or about the Lawton Metropolitan Planning Organization, please contact Jonathan Stone via email (Jonathan.Stone@lawtonok.gov) by February 24, 2023. Responses to all questions will be provided to all interested parties upon request. It is the responsibility of the proposer to ensure that questions have been received by the LMPO.

When submitting your proposal, be sure to include the name of the contact person at your firm.

ITEM NO. ________________
MEETING DATE February 7, 2023

LMPO TRANSPORTATION POLICY BOARD AGENDA ITEM COMMENTARY

ITEM TITLE: Provide direction to staff on the priority of locations for future Traffic Flow Improvement Studies for arterial roadways in the MPO Study Area.

INITIATOR: Charlotte Brown (LMPO Director)

STAFF INFORMATION SOURCE: Charlotte Brown (LMPO Director)
Jonathan Stone (Transportation Planner)

BACKGROUND: At the Policy Board meeting of December 7, 2021, interest was expressed regarding improving the flow of traffic in Lawton. An RFQ was issued and after changes required by ODOT, a contract with EST to study Gore Blvd between 7th street and Lawrie Tatum Road has been reviewed by the City Legal department and was sent back to EST for their review. FY24 CMAQ funds that are not directed to construction of projects identified by the current Traffic Flow Study can be used for this study.

Staff is needing to know what the location priorities are for the future Traffic Flow Improvement Studies.

EXHIBITS: None

KEY ISSUES: N/A

FUNDING SOURCE: CMAQ 80%; LMPO 20%

RECOMMENDED ACTION: Provide direction to staff on the priority of locations for future Traffic Flow Improvement Studies for arterial roadways in the MPO Study Area.

ITEM NO. ____________
MEETING DATE: February 7, 2023

LMPO TRANSPORTATION POLICY BOARD AGENDA ITEM COMMENTARY

ITEM TITLE: Consider approving a firm for the redesign and hosting of the LMPO website.

INITIATOR: Charlotte Brown, (LMPO Director)

STAFF INFORMATION SOURCE: Charlotte Brown, (LMPO Director)
Jonathan Stone (Transportation Planner)

BACKGROUND: The Lawton MPO's website was designed by Back40 Designs after an agreement with the LMPO in 2006. While the information on the website has continued to be updated by staff, the design of the website has not. In 2022 Back40 designs notified the LMPO that the current website would no longer be able to function after the end of March 2023 due to changes in technology. Staff has received written quotes from five firms interested in redesigning and hosting the LMPO website.

After reviewing the quotes received, Staff recommends Back40 Design's first option as it is comparable to our current service and is lowest cost option over time. Our current website has been in service for over 16 years

EXHIBITS: Table of quotes received
Quotes received

KEY ISSUES: None

FUNDING SOURCE: 80% ODOT PL Grant/20% City

RECOMMENDED ACTION: Approve a firm for the redesign and hosting of the LMPO website.

Quotes received for LMPO website hosting and maintenance							
Company	Rebuild cost	Monthly hosting and maintenance costs	Annual cost	Notes	5 year cost	10 year cost	15 year cost
Back40 (Staff recommended)	$ 7,800.00	$ 75.00	$ 900.00	Comparable to current agreement	$ 12,300.00	$ 16,800.00	$ 21,300.00
Back40	$ 7,800.00	$ 180.00	$ 2,160.00	Includes analytics reviews and content upgrades	$ 18,600.00	$ 29,400.00	$ 40,200.00
Back40	$ 7,800.00	$ 360.00	$ 4,320.00	Includes site security and priority response	$ 29,400.00	$ 51,000.00	$ 72,600.00
Ventin	$ 3,000.00	$ 149.00	$ 1,788.00	Comparable to current agreement	$ 11,940.00	$ 20,880.00	$ 29,820.00
Steelman Digital	$ 8,500.00	$ 35.00	$ 420.00	Less service than current agreement	$ 10,600.00	$ 12,700.00	$ 14,800.00
Steelman Digital	$ 8,500.00	$ 275.00	$ 3,300.00	Comparable to current agreement but with hourly cost for maintenance	$ 25,000.00	$ 41,500.00	$ 58,000.00
Steelman Digital	$ 8,500.00	$ 475.00	$ 5,700.00	Includes more updates and revisions	$ 37,000.00	$ 65,500.00	$ 94,000.00
Steelman Digital	$ 8,500.00	$ 675.00	$ 8,100.00	Includes customization work	$ 49,000.00	$ 89,500.00	$ 130,000.00
Levant (10 pages only)	$ 1,580.00	$ 89.00	$ 1,068.00	Less service than current agreement	$ 6,920.00	$ 12,260.00	$ 17,600.00
MyHeartCreative (no hosting)	$ 7,500.00	$ 90.00	$ 1,080.00	Less service than current agreement	$ 12,900.00	$ 18,300.00	$ 23,700.00
MyHeartCreative	$ 7,500.00	$ 130.00	$ 1,560.00	Comparable to current agreement	$ 15,300.00	$ 23,100.00	$ 30,900.00

Lawton Metropolitan Planning Organization

Date Aug 18, 2022

Created by

Dave Miller
dave@back40design.com
405-478-4080 x 1008
405-509-1838

Back40 Design
1024 W Covell Road
Edmond, OK 73003

Prepared for

Janet Smith
janet.smith@lawtonok.gov

Lawton Metropolitan Planning Organization

,

Introduction

Thank you for your interest in partnering with Back40 Design for your website development project. We know how challenging it can be to find the right agency for your web development needs.

At Back40, we hold one goal above all others: client satisfaction. Our team of web designers, copywriters, graphic designers, and developers uphold the highest standards for project planning and execution, and we're dedicated to building the right solution for your company on-time and on-budget.

In this proposal, you'll find information detailing project deliverables, timeline, costs, and service terms. Once you've reviewed this proposal thoroughly, simply electronically sign the document to indicate your approval. If you have any questions, don't hesitate to contact me for clarification.

Thanks again for the opportunity to earn your business!

Dave Miller
President + Founder
Back40 Design

22+ Years of Digital Marketing Excellence

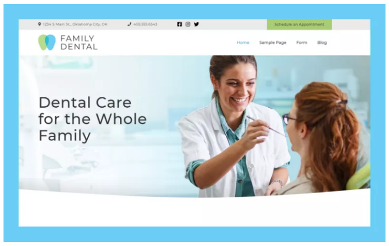
Your website is the virtual front door to your business. Fair or not, customers will judge your business based on the physical appearance of your store. Even if you don't own a physical store, your site has the same effect on your online customers. The phrase "you only get one chance to make a first impression" couldn't be more true when it comes to your website design.

View Our Portfolio

Award-Winning Experts

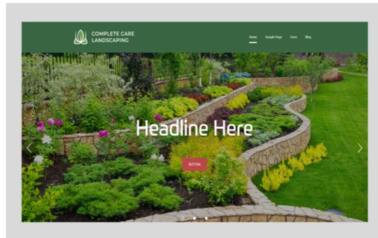
Over the past 22 years, Back40 has built thousands of websites. We're experts at helping businesses – from start-ups to established companies – claim their territory online. Back40's web designing consultants will guide you every step of the way. Whether you're interested in a simple, fast and easy-to-manage platform or need a more complex, custom site – Back40 has the solution.

Back40 Templates



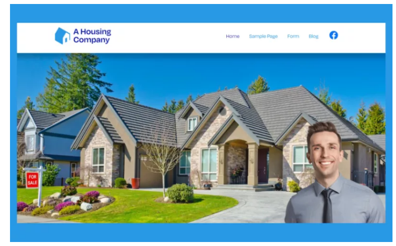
[Scissortail](#)

Example: OK Toastmasters



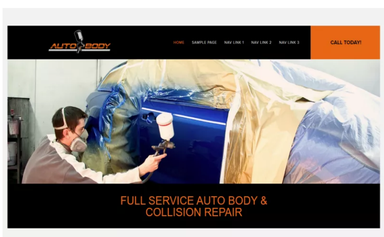
Frontier

Example: Goodnight & Associates



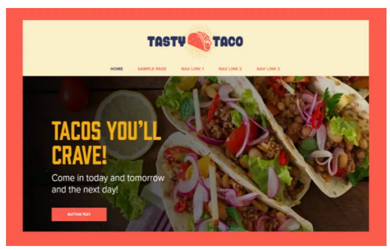
Thunder

Example: Double Arrow Construction



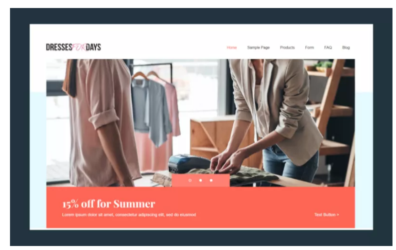
Arcadia

Example: Commercial Control Solutions



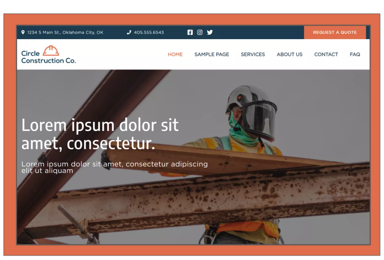
Acre

Example: Spartan Energy Services



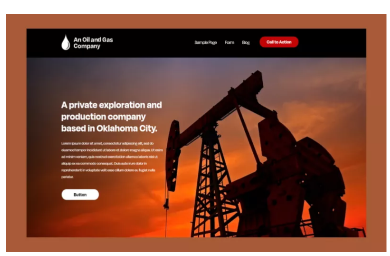
Redbud

Example: Harris Discount Supply



Rose Rock

Example: Weed Free Lawns



Arbuckle

Example: Lagoon Water

Project Scope

Name *Price*

Web

Template Website $6,000.00

- Design proofs of the homepage and interior page template will be presented to the client for review. Design will only include modification of elements within the template, including photos, fonts and color palette. Template structure will not change.
- Up to 1 round of revisions to the designs are included.
- Development of responsive website that will be easily used and viewed on various device sizes, including desktop, tablet and mobile.
- Implementation of SEO best practices. Installation and configuration of an SEO plugin.

Navigation, Content Transfer and Formatting $1,800.00

- Redevelop navigation with intent to improve usability.
- Search function included on every page.
- Inputting and formatting of web page text content up to 45 pages (current count 37 pages).
- Transfer and formatting of Meeting & News items into new Meeting & News section (approximately 240 items).

Gravity Forms (included) $0.00

- Set up and creation of a basic contact form.
- Form(s) will not process payments.
- Website admins will be able to add, edit, manage and publish online forms. Form(s) can be added to any page as needed.
- Form(s) will store submissions available to website admins to view at any time as needed.
- Form(s) will not gather personal identification information, such as SSN or Driver's License numbers.
- Website admin will be able to customize the email settings (to and from) for form notifications as well as the confirmation message displayed after a form is submitted.

UserWay Accessibility Widget (included) • Set up and integration of UserWay Accessibility widget. • This widget empowers site visitors to customize their experience to match their accessibility needs. • The basic widget does not require upfront or ongoing fees. • This can be upgraded to the PRO plan for $60/month, which covers your website up to 100,000 page views and would be invoiced in addition to the hosting package. If your website page views surpasses 100,000 increased monthly cost will apply.	$0.00
Blog Page Styling (included) Design and development of blog/news page. Design proofs will be presented to client as part of the main design presentation. Two rounds of revisions via main site design revisions. Examples: Funds for Learning, Steople, Storage R Us	$0.00
Rank Math (included) Set up and integration of Rank Math plugin. Rank Math is a Search Engine Optimization plugin that allows website admins to optimize their content with built-in suggestions based on widely-accepted best practices.	$0.00
Google Analytics (included) Set up and integration of Google Analytics.	$0.00
Integration & Testing (included) Integration of WordPress CMS, analytics, testing & launching the site with Back40 hosting services.	$0.00
Training (included) Up to a 1 hour CMS training at the Back40 office or via GoTo Meeting (a screensharing & conference call service) with the project manager and/or the support specialist.	$0.00
Total Investment	**$7,800.00**

Your Estimated Project Timeline

Your estimated project timeline is based on executing the contract and receiving the down payment.

The timeline is an estimate based on project deliverables and Back40's project schedule. Your project manager will review the timeline throughout your project.

	Month 1		Month 2		Month 3		Month 4	
Website Design								
Website Development								
Content								
Launch								

Your Project Investment

Your project will be invoiced in milestones; all invoices are due upon receipt. All payments must be received before the launch of your new website.

Phase	*Payment*
Project Kick-Off 50% of Project Cost; Payment required to schedule and start your project.	$3,900.00
Design Approval 25% of Project Cost; Payment due upon approval of your design proofs.	$1,950.00
Development Link 25% of Project Cost; Payment due upon receipt of your development link.	$1,950.00
Total Investment	**$7,800.00**

Back40 Managed Hosting

Back40 takes the stress out of maintaining a WordPress website. Our managed hosting service allows you to stay focused on your business – while we stay focused on your website's security.

We take our WordPress managed hosting service very seriously. We are not the "set it and forget it" hosting choice. Our service should not be compared to GoDaddy or other bargain hosting providers.

About WordPress

WordPress is the world's most popular CMS. It's a robust website infrastructure designed for performance and expandability. WordPress is also the world's most popular CMS for hacking and security exploits.

WordPress Updates And Security

WordPress – just like any software – needs to be updated regularly. If these crucial updates fail to take place, your website may become vulnerable to broken functionality, malware infection, and other serious security issues. Plugins installed to add features and functionality to your website also require monitoring and regular updates. We monitor your website for all available updates to mitigate security vulnerabilities. If updates are available, we will enable the updates to ensure that your site is up-to-date and secure.

Website Backups

In addition to ensuring your WordPress website is kept up-to-date, we take several steps to maintain the integrity of your data. Your website is securely backed up daily, and manual backups are made before every major code update.

Plugin Licenses

Use of certain plugins may require ongoing licensing fees which may impact the cost of your plan. We will make you aware of any applicable fees prior to purchase and installation of these plugins. If you choose to move your website to another hosting provider in the future, Back40 will advise you as to which plugins will need new licenses for continued usage.

Hosting & Service Plans

In order for Back40 to maintain the integrity of our servers and the security of all of the sites we host, we do not offer WordPress hosting without an agreement in place. Plans and pricing are based on a one-year agreement and renew automatically.

	Basic	Pro	Plus
	$75 /mo	$180 /mo	$360 /mo
Managed WordPress Hosting	◆	◆	◆
Managed Plugin Security Updates	◆	◆	◆
SSL Protection	◆	◆	◆
Up to ½ Hour of Plugin Compatibility Testing and Troubleshooting per Month	◆	◆	◆
WordPress Security & Bot Protection	◆	◆	◆
Website Support via Phone, Email, or Ticket	◆	◆	◆
24/7 Uptime Monitoring	◆	◆	◆
Monthly Data Transfer	100 GB	Unmetered*	Unmetered*
Storage Space	10 GB	25 GB	50 GB
Secure Site Backups for Disaster Recovery	◆	◆	◆
Google Analytics Basic Integration & Access	◆	◆	◆
Analytics Review, Analysis, and Meeting		Annual	Semi-Annual
Monthly Website Content Updates		1 hr /mo	2 hrs /mo
Site Security Suite			◆
Priority Scheduling of Updates and/or Projects			◆

*Unmetered bandwidth implies we do not strictly limit traffic to your websites, however, in the rare event your site's bandwidth usage degrades services for other clients, we may impose limitations to mitigate the impact. Websites using an excessive amounts of disk space may be subject to additional charges.

Ongoing Hosting & Service Agreement

Select your ongoing hosting & service plan below. Details of each plan are listed on the previous page. Plans can be pre-paid annually or paid monthly via automatic credit card draft and will begin once the website has launched.

Monthly Hosting & Service Plans	*Cost*	*Term*		*Subtotal*
Basic Plan	$75.00	12	months	$900.00
Pro Plan (Recommended)	$180.00	12	months	$2,160.00
Plus Plan	$360.00	12	months	$4,320.00
				$900.00

Annual DNS Hosting Plan				
Premium DNS Hosting Premium DNS provides a redundant DNS service for your domain. Premium DNS features over 34 points of presence across the world, allowing lightning fast DNS changes. A control panel is also available 24/7 for record changes by request.	$100.00	1	year	$100.00
Decline Premium DNS Hosting	$0.00	1	year	$0.00
				$100.00

Annual Ongoing Costs **$1,000.00**

Terms & Agreements

This Agreement contains the entire agreement between the parties relating to any design, development and/or support services, and supersedes any and all prior agreements or understandings, written or oral, between the parties related to the design and/or development services.

Privacy
Back40 Design does not sell, rent, or lease our Client data or lists to third parties, and we will not provide Client's personal information to any third party individual, government agency, or company at any time unless compelled to do so by law.

Project Schedule
Your project will be completed in phases. Details about these phases are outlined in the "Your Estimated Project Timeline" and "Your Project Investment" section of this proposal. All payments must be received before the launch of your new website. The project will not begin until initial payment and the signed agreement are received unless otherwise noted. Project completion depends on timely delivery of assets, access, approvals, and/or project payments from the Client. Client delays in excess of 3 months from signature date of agreement may incur standard monthly hosting fees due to allocated storage and hosting of the development site on our server network.

Client Responsibilities
Client shall supply all requested branding, content, text and graphic material for the website. Client is responsible for creating, placing and/or formatting website content not included and/or as specified in the project scope of this agreement. Client shall be responsible for making prompt payments in regards to Back40 Design's invoices. All invoices are due upon receipt.

Privacy Policy
It is required by law to include a Privacy Policy section on Client's website, mobile site, application, and/or other similar services that are associated with advertising within this agreement. The Privacy Policy must provide notice of Client's use of third-party technology and/or cookies that are used to collect data on the website, and explain what data the website is collecting, and how the data will be used. Client is responsible for providing all applicable website policies.

Website Hosting & Support
Hosting and support plans are invoiced monthly and based on an annual agreement. The annual contract term begins the date the Client approves the site to go live and will renew automatically on the same date each year. Back40 Design agrees to provide the Client with reasonable technical support and assistance to maintain the website as part of the selected monthly hosting and support cost. To cancel services, Back40 must receive written notice within 30 days of the renewal date. Back40 will send the renewal invoice 15 days prior to the end of the current term. Payment is due immediately upon receipt.

Additional Costs
Project costs are based on existing information. This agreement establishes costs to complete the project and host the website project as specified. If the project scope changes at any time and the additions or revisions to the project require additional hours, Back40 Design will provide notification to the Client.

Our "Free vs. Fair" Policy
If Client support and issues become more than reasonably expected, Back40 Design may need to invoice the Client for additional support tasks. If additional billable support is required, Back40 Design will notify the client. At the execution date of this agreement, Back40 Design's production rate is $150/hour.

Third-party API Usage
Project costs include third-party API set up and usage as specified, where applicable. If set up and usage exceeds the included amount or changes are made to the utilized API, the Client may incur additional costs.

Website Construction

Client's website will be built using up-to-date web coding standards (as specified by the W3C for HTML and CSS). Back40 is not responsible for maintaining or certifying Client website American Disabilities Act (ADA) compliance.

Website Compatibility
The completed Client website, in its condition upon launching, will be compliant with the current and one previous generation of Mozilla Firefox, Google Chrome, Apple Safari (for the Mac), and Microsoft Edge (for the PC). Back40 Design does not guarantee support or compliance for beta or development versions of browsers or operating systems. Back40 Design will make a reasonable effort to program Client's website so it degrades gracefully on older and/or unsupported web browsers. Back40 Design cannot guarantee that Client's website or the Content Management System (CMS) will work in outdated and/or unsupported web browsers.

Legal Notice
Back40 Design can not guarantee that work will be error-free and so Back40 Design can not be liable to the Client or any third-party for damages, including lost profits, lost savings or other incidental, consequential or special damages.

Acceptance Procedures
Back40 Design shall designate a Project or Account Manager as the Client project contact. The Client shall designate a central contact as the only designated person(s) who will send and accept all Deliverables and make all communications between Back40 Design and the Client. Neither party shall have any obligation to consider for approval nor respond to materials submitted other than through these designated persons.

Content Management System Training
Back40 Design shall provide one Content Management System training session up to 2 hours in length in the use of CMS software. The training session will be conducted either at the Back40 office location or virtually on a mutually-agreed-upon date and time. Client is responsible for all costs and expenses above the 2 hours of training provided by Back40 Design.

Custom Programming Warranty Period
Back40 Design agrees to provide Client with reasonable technical support and assistance to maintain the website custom programming features, if applicable, on the Internet during the Warranty Period of 30 days at no cost to client. Assistance shall not include the hosting costs or enhancements to the originally contracted project.

Administrative Accessibility
As the managed hosting provider, Back40 Design shall have administrator account access to the Client's WordPress website. If administrator access is limited or removed, Back40 Design will contact the Client and request reinstatement of administrator access. If the Client fails to grant requested access, Back40 Design may deactivate the Client's website until requested access is restored.

Plugins
Back40 Design will be using 3rd party plugins that may need to be upgraded and replaced in the future. Back40 Design will research and implement the most appropriate solution available. In the future, if a plugin needs to be replaced, the Client may be responsible for additional costs of plugin research, testing and replacement integration. If this is necessary, Back40 Design will provide notification to the Client.

As the managed hosting provider, Back40 Design shall have sole control of installation of the Client website plugins. The Client may contact and request plugin installations. Back40 Design will respond and complete the Client request in a timely manner.

Data Retention and Responsibility
Back40 Design managed hosting service conducts daily backups of Client's website data and monthly backup of website structure. Backups are kept for 30 days and then deleted from our server environment. Client expressly agrees that it will hold Back40 Design harmless for all liability related to Client's website data.

Promotion & Marketing
Back40 Design may list the site link, company name, and/or display artwork of the Client's website project in its portfolio of work. Back40 Design will also place a credit line at the bottom of website pages that may include applicable links to Back40 Design web pages.

Project Cancellation

In the event of cancellation of this assignment, any original artwork or photography created by Back40 Design shall be retained by Back40 Design. A cancellation fee for work completed based on the prorated portion of the next phase payment and the expenses already incurred shall be paid by the Client.

Return of Source Information

Upon the Client's acceptance of the Final Version, or upon the cancellation of the project, Back40 Design shall provide the Client with all copies and the originals of the source materials provided to Back40 Design by the Client.

Suspension of Services

In the event that the Client does not pay any fees or any portion thereof when due, Back40 may suspend the Client's web and related services, users' website access and use of the website CMS.

Ownership Right of Website Code

Upon completion of this assignment and upon receipt of full payment by the Client, Back40 Design grants the Client ownership of all website project HTML code, content, and graphics files. In the event of cancellation of this assignment, any original code, applications or programming created by Back40 Design shall be retained by Back40 Design. Back40 Design retains sole ownership of any custom programmed plugins.

Credited photography

Any stock images provided by Back40 will be properly credited, if necessary. Editorial use (Editorial use is the use of content for stories or articles that are newsworthy or of public interest. Some examples include news articles, documentaries, and all books.), use on merchandise and in video productions require credit and copyright attribution. The client will be responsible for any copyright issues created by adding their own images or by using Back40-provided stock photos in any other manner than the original intent.

Warranty of Originality

Back40 Design warrants and represents that, to the best of its knowledge, the work assigned hereunder is original and has not been previously published, or that consent to use has been obtained on an unlimited basis; or all work or portions thereof obtained through the undersigned from third parties is original or, if previously published, that consent to use has been obtained on an unlimited basis; that Back40 Design has full authority to make this agreement; and that the work prepared by Back40 Design does not contain any scandalous, libelous, or unlawful matter. This Warranty does not extend to any uses that Client or any other may make of Back40 Design's product, which may infringe on the rights of others. Client expressly agrees that it will hold Back40 Design harmless for all liability caused by Client's use of the Back40 Design's product to the extent such use infringes on the rights of others.

Dispute Resolution

Any disputes in excess of the maximum limit for small claims court arising out of this Agreement shall be submitted to binding arbitration before the Joint Ethics Committee or a mutually-agreed-upon arbitrator pursuant to the rules of the American Arbitration Association. The Arbitrator's award shall be final, and judgment may be entered into any court having jurisdiction thereof.

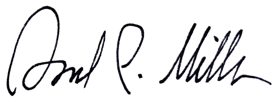
Date Sensitive Material

Cost and schedule as stated in the information established in this agreement is valid for 90 days from document creation date.

Acceptance of Terms

The signature of both parties shall evidence acceptance of these terms.

Back40 Design



David P. Miller
President

Lawton Metropolitan Planning Organization

Janet Smith

Legal Company Information

Billing Contact Information

Proposal for City of Lawton Oklahoma

Prepared For Jonathan Stone Written by James Bulis at Ventin Web Solutions

Proposal Snapshot

Thank you for considering **Ventin Web Solutions** for your professional web design needs.

What you are about to experience is the beginning of a time-tested process that we have mastered over the last 25 years as a professional marketing technology firm.

This proposal outlines our plan to take your existing website that is serving your business well and rebuild it using our premium framework on WordPress. WordPress is the industry standard in custom web design because they have a community of millions of people that can support you.

Business Needs

You Have A Website That Works. Why Start Over?

What you really need is a way for your website to keep working its magic without the worry of something going wrong. That's why we offer this service to rebuild your website as is using our premium WordPress framework.

With this service, it will be like nothing really changed. Your website experience will work exactly the same way. Your Search Engine Optimization may actually improve. Your audience won't know the difference.

Project Timeline

This is our typical timeline for rebuilding your website:

Rebuild - 2 weeks
Convert your existing website to a fully working copy built on our Premium WordPress framework.

Launch - Up to 3 Days
Once completed, we will move your site from our development server to the live hosting server

Investment

Professional Website Rebuild	
Custom Website Rebuild We take your existing website and rebuild it using our Premium WordPress Framework.	$3,000
Care Plan Protection Program OPTIONAL Your Pro Care Plan includes - Cloud hosting, - Free SSL - Optimized for social sharing - Daily software updates - Up to 6 small tasks per month. - Security enhancements - Speed enhancements - Analytics setup - Monthly reports. - Additional labor is billed at $125 per hour.	$149 /month

One-off Total $3,000

Frequently Asked Questions

Why do you use WordPress?
Some people see using WordPress as lazy or an inability to create "real" websites. We use WordPress because it gives our customers everything they need including an attractive website, that is search engine friendly, and is easy to use.

When we started out, it would take a year to build a hand-coded website. Now with WordPress, we can build an amazing custom website in hours.

WordPress is an open-source software which means it's mostly free. Premium plugins and themes cost money but we include those as part of your project. ***WordPress powers over 42% of all websites*** on the Internet. Because it is so powerful it will be easy for you to find resources on how to use it or developers to help you fix or build something.

This is the main reason we love WordPress and why we have been using it exclusively for over 15 years - it gives our customers options.

Where is the website hosted?
Your website needs to be hosted by a reputable hosting company that specializes in WordPress hosting. There are many companies that do this.

In the past, we have recommended certain hosts. We now offer high-speed and secure cloud hosting built for WordPress included with our care plan.

Who do I call if something goes wrong with the website or I can’t figure something out?
Provided you subscribe to monthly website care plans, we will be your first point of call should something go wrong with your website. We will determine whether it is something the hosting company needs to fix something or if it is covered by your website care plan. We can provide training and video tutorials to assist you in using your website once it is launched.

What happens after the website is launched?
Once your website is launched, we will provide 30 days of support to make sure any bugs have been ironed out and that you are confident using your new website.

Upon launch, we recommend that you subscribe to our monthly website care plans to make sure your website is looked after and maintained. This website care plan includes updating your software, regular backups, security checks and provides many benefits that make sure your website is online and open for business 24/7/365.

More information on our website care plans can be found at https://ventin.co/protection/

How long will it take to appear at the top of Google?
The time it takes for your website to appear on page 1 of Google depends on a number of factors. It depends on the search phrase people are using to find your website and the number of other websites that are also available for those search phrases. Nobody can truly say how long it will take for your website to appear at the top of search engine results pages (including people who actually work for Google), however, there are a number of factors that can improve your chances.

Building your website on WordPress is a good start as WordPress has some great Search Engine Optimization fundamentals built in. Creating unique and interesting content on a regular basis for your website is also critical to increasing your visibility among search engines. Launching your website and then forgetting about it is a surefire way to get lost among the noise.

We provide technical SEO services and basic on-page SEO for an additional charge and can refer you to our SEO partners for more in-depth SEO services.

How will I know if anyone is visiting my website?
Subscription to any of our care plans will include the installation of Google Analytics software on your new website. It can show you a wide range of statistics about your website including the number of visits, page views, and the amount of time people are spending on your website.

Once you subscribe to our website care plan you will also receive a more detailed analysis of your website performance and recommendations on how to improve.

What happens if I want to add some features to the website while you're building it?
While we like to be flexible and responsive to your needs, we also like to deliver what we promise within the time frames and budgets we have allowed. If you ask us to add new features to your website while we are building it, will most likely ask why? If we all agree that your new request will help us achieve our objectives then we will be more than happy to oblige. If your new feature is something you would like to add to your website but is

not directly tied to your original objectives then we will suggest scheduling it for a second iteration of the website once it has been launched. ***This will require a new proposal.***

Next Steps

To proceed with this project, you will be required to take the following steps:

1. **Review the terms** of our mutual agreement on the next page.

2. **Accept the proposal** as is by signing your name and clicking on the "Accept" button, or discussing desired changes. *Please note that changes to the scope of the project can be made at any time, but additional charges may apply.*

3. **Submit initial payment** or payment in full as agreed.

Once these steps have been completed we will begin the process.

Master Services Agreement

Introduction

Although there is also some unavoidable standardized legalese at various places in the document which our attorney required, in this document we try to write everything in plain English. To do this, we frequently use terms like “we” and “you.” “We,” “us,” “our,” and “the Company” means **Ventin Web Solutions**, a corporation registered in the State of Oklahoma. “You,” “your,” “Customer” or “Client” in this document is you, our Client.

Current Hourly Rate

Throughout this document, reference is made to our current hourly rate. This rate is defined as our hourly rate that is in place at the time a service is requested, not at the time this agreement is signed. We will provide you with our current hourly rate upon request.

The Project

You are hiring us to complete your project according to the specific scope of work we described in this proposal of services document. The proposed cost of the project in the proposal includes only this work. When you hire us, we are independent “work for hire” contractors and not employees of you or your business.

Availability and Communication

We are available via email and phone Monday through Friday from 10:00 am to 4:00 pm Central time. Our normal response time is one business day, though our response time may vary. We do not work on weekends or holidays. Clients with current website management services receive priority response times.

Office phone and email are the primary means of communication accepted for our work together. We do not communicate via mobile phone, text message, social media, or instant/private messaging (like Facebook Messenger) since we cannot track these requests as a team.

The Proposal of Services

The Proposal of Services details the work we will deliver to you, including without limitations, the deliverables and specifications thereto, and any and all compensation to be paid for such work. If additional services are requested by the Client, the parties may enter into one or more other Proposals of Service signed by the parties. Notwithstanding the foregoing, the terms of any Proposal of Services entered into between the parties, shall be in addition and supplemental to the terms of this Agreement. If there is a conflict between this Master Services Agreement and any part of the Proposal of Services, the terms of the Proposal of Services shall be binding.

Time Frames

It is our experience that a typical website design project takes about 6 weeks (not including holidays). This is a rough estimate and depends on a number of factors, including but not limited to the complexity of your project, our current workload, material availability, and any problems that might arise as we work on your project. **Unless specifically defined in the Proposal of Services, we do not guarantee website launch by a specific date.**

We have an active queue of work and we do not place your project in that queue until your deposit (explained below) has been received. While we endeavor to start your project quickly, we will not begin your project until it reaches the front of our queue so that it can receive our full attention.

Delayed, Suspended and Abandoned Projects

In our experience, projects can often stall as we wait on assets, information, feedback, approvals, etc. we have requested from you. While we are waiting on your response, we will normally begin to work on other projects to make efficient use of our time.

A project is considered delayed if your response to our request for assets, information, feedback, approvals, etc. is delayed for more than 5 business days. When a project is delayed, we may remove it from our active queue and place it at the back of the line. Work will resume on a delayed project when we have received what was requested and our queue of work allows us to focus on your project again.

A project is considered suspended if your response to our request for assets, information, feedback, approvals, etc. is delayed for more than 45 days without a reasonable cause as determined by us. When a project is suspended, an invoice for the remaining balance of the project shall be sent and considered due upon receipt.

ONCE A PROJECT IS CONSIDERED SUSPENDED, IT IS THE SOLE RESPONSIBILITY OF THE CLIENT TO REACTIVATE THE PROJECT BY (1) SUPPLYING ALL ITEMS NECESSARY TO COMPLETE THE PROJECT AND (2) PAYING THE BALANCE OF THE PROJECT IN FULL.

After a project is considered suspended, we will not perform any additional work on the project until the project has been reactivated as

explained above.

A project is considered abandoned if your response to our request for assets, information, feedback, approvals, etc. is delayed for more than 90 days without a reasonable cause as determined by us. WHEN A PROJECT IS ABANDONED, ANY MONIES PAID TO US FOR THE PROJECT IN QUESTION SHALL BE FORFEITED.

Rush Projects

Projects requiring a "Rush" will typically incur at least a 50% markup of the total project cost. This increase is necessary to cover the overtime and additional costs incurred to complete your project in the time frame you require.

Change Budget

It is our experience that changes to the scope of work often occur during a project. These changes usually require additional costs and time. To allow for these change requests, we normally include a Change Budget in the Proposal of Services.

The Change Budget is approved as part of the Proposal of Services and is used only if you request changes to the original scope of work, or want to make changes to previously approved items. We will provide a separate scope of work for the changes you request and a cost for these changes. When you approve this scope and cost, the amount will, at our discretion, be payable immediately or on the final project invoice.

Payment Schedule

In consideration of the services provided hereunder, the parties agree that the Company shall be paid in accordance with any Proposals of Service executed by the Parties pursuant to this Agreement.   Our standard payment terms are:

- 50% of the Cost of the Proposed Scope of Work due as a non-refundable deposit upon execution of the Proposal of Services and this Master Services Agreement
- 50% of the Cost of the Proposed Scope of Work **due at website launch** or 60 days after execution of this agreement, whichever comes first
- Any amount of the Change Budget utilized is due at website launch (typically included on the final invoice)

The project must be paid in full, including any amount of the change budget used, prior to the website launch.   At our discretion in certain cases, we may request that payments be made at certain additional milestones. If milestone payments are necessary, they will be specifically detailed in the Proposal of Services.

Payment Methods

Payment to us can be made using a check, ACH, or a major credit card. Postdated checks are not an acceptable form of payment.

Late Payment and Collections Policy

All invoices pertaining to web hosting, security, maintenance, or any other work on your website are payable on receipt. If an invoice goes unpaid for more than 30 days after the invoice was sent, **WE RESERVE, WHERE APPLICABLE, THE RIGHT TO SUSPEND YOUR WEBSITE FROM PUBLIC VIEW UNTIL ALL OUTSTANDING BILLS ARE CURRENT**.

Amounts due and unpaid shall bear an interest at the rate of twelve percent (12%) per annum, or the highest interest allowable by law. Client agrees to pay all costs of collection, including reasonable attorney's fees, as additional sums owed under this Agreement. Client further acknowledges and agrees that if a check tendered for payment is not honored by the bank for non-sufficient funds ("NSF"), it will not be re-deposited. If the bank does not clear the check, the Client will incur a fee of $25. The Client must immediately send a certified check or money order for the amount due, including the NSF fee, to the Company to cover returned check.

Termination and Refunds

This Agreement may be terminated immediately by either party upon written notice for any of the following:

- Upon five (5) days prior written notice by either party to the other party, or
- If the other party defaults in the performance of any material provision of this Agreement, which default is not cured within thirty (30) days after written notice from the non-defaulting party.

IF YOU WISH TO TERMINATE THE PROJECT AFTER THIS AGREEMENT HAS BEEN EXECUTED, <u>YOUR INITIAL 50% DEPOSIT IS NON-REFUNDABLE FOR ANY REASON</u>.

IF YOU ELECT TO TERMINATE THE PROJECT AT ANY POINT AFTER PHASE THREE HAS BEGUN (AS DEFINED IN "OUR WEBSITE CREATION PROCESS" BELOW), YOU WILL BE LIABLE FOR THE ENTIRE COST OF THE PROJECT.

If we elect to terminate a project, we will create an estimate of the percentage of the scope of work that has been completed. If the percentage of work completed is less than the percentage of the project that has been paid, we will issue a refund for the difference. If the percentage of the project that has been completed is more than the percentage of the project that has been paid, an invoice will be issued for the difference.

Assets for a terminated project (such as the website, custom graphics, etc.)

will be delivered to the client when the client’s account reaches a zero balance.

Intellectual Property Rights (Who Owns What)

“Intellectual property rights” means all patents, rights to inventions, copyright (including rights in software) and related rights, trademarks, service marks, trade names, internet domain names, rights to goodwill or to sue for passing off, rights in designs, database rights, rights in confidential information (including know-how) and any other intellectual property rights, in each case whether registered or unregistered and including all applications (or rights to apply) for, and renewals or extensions of, such rights and all similar or equivalent rights or forms of protection which subsist or shall subsist now or in the future in any part of the world.

Your new website will be built using the WordPress content management system. WordPress and its associated software are “open source,” distributed under the GNU General Public License. We use WordPress to power your website, but neither of us “own” WordPress or the third-party plugins used to add features to your website. When you hire us to build your website, you are not purchasing WordPress, you are retaining our services to create a customized website using the WordPress system.

When we utilize images or other content that are licensed for use on your website by a third party, that party retains ownership of the content in question according to the terms of their own license agreements. For example, if we use a stock photo on your site, you typically pay for the license to use the photo on your site but you do not own that photo. If you have questions about licensing issues like this, just ask.

When your project is completed, or payment in full for your project has been received, and provided that this contract hasn’t been terminated, we’ll assign intellectual property rights to you as follows:

You own the website and visual elements we create for you. Upon request, we will provide the source files for any custom artwork that was created for your project. You own all intellectual property rights of text, images, site specification and data you provided, unless someone else owns them.

We own the unique combination of these elements that constitutes a complete design and we’ll license its use to you, exclusively and in perpetuity only for the projects you hire us for, unless we agree otherwise.

We own any intellectual property rights to anything we have developed prior to, or separately from this project. During the process of creating your website, we may create design, code, functionality, and processes. While this work is used on your website, we retain ownership of these as our intellectual property and reserve the right to use them in future projects.

This re-use helps us serve our future clients better, just as your website will benefit from what we have learned and developed in previous projects.

Compatibility

Your new website will be designed for viewing on modern screens for desktops, laptops and mobile devices. We test for compatibility in the following desktop web browsers: Microsoft Edge, Mozilla Firefox, Apple Safari and Google Chrome. We test for compatibility on the following mobile web browsers: Apple Safari (iOS) and Google Chrome (iOS and Android).

Unless specifically requested by the client, we do not code for web browsers or operating systems older than the current release or for those in pre-release or beta at the time the project is begun. There will normally be additional charges for this work.

Theme and Plugin Licenses and Updates

One of the most important strengths of WordPress is its immense ecosystem of third-party add-on software called themes and plugins. Some of these require no specific licensing for use on your website. However, we often use premium WordPress themes and plugins that require an annual licensing fee for ongoing updates and support.

- Premium themes and plugins used on your website are provided at their current software version.
- Future updates and security patches for premium themes and plugins are covered as part of our website management service.
- **WE CANNOT GUARANTEE UPDATES OR SECURITY PATCHES FOR ANY PREMIUM THEMES AND PLUGINS USED ON YOUR SITE IF YOU OPT NOT TO PARTICIPATE IN OUR WEBSITE MANAGEMENT SERVICE (see below).**

Changes After Launch

The design project described by the Scope of Work in the Proposal of Services concludes when your website is launched. Though we are happy to help you with changes to your website after launch, any changes or modifications that were not included in the original scope of work, other than fixing existing bugs (see below), are billable at our current hourly rate.

An “existing bug” is an error in the programming we provided that existed prior to launch and affects the operation or appearance of your website. Typically, this bug is contained within the software that we use to build your website from third-party software developers.

Additional costs at our current hourly rate will be incurred for future support requests such as but not limited to:

- Your website has problems or stops working after an update to WordPress or any plugins or software you are using (note: our website

management plans cover these ongoing compatibility issues, see below).
- You or a third party add code or a plugin to your site that affects its operation.
- You need assistance adding new plugins or features to your site that were not included in the original project.
- A new version of a web browser has issues displaying your website properly.
- You or a third party make changes or alterations to any part of the site.
- Your site gets hacked or compromised and/or you lose files or data.

The Use of Third-Party Assets

By providing any assets such as text, images, artwork or any other elements to us, you guarantee that they are either owned by you or that you have secured permission from the owner to use them. You agree to protect us from any claim by a third party that the assets you supplied to us are their intellectual property.

We guarantee that all elements of the work we deliver to you are either owned by us or that we have obtained appropriate permission from the owner to provide them to you. We agree to protect you from any claim by a third party that the assets we delivered as part of the project are their intellectual property.

Securing the appropriate licenses for photography that you provide to us to use on your website is your responsibility. You assume the full risk of liability for the use of all images. If you are in doubt of the licensing status of an image, contact the original artist before providing it for us to use in your design project.

We often utilize royalty-free images obtained from stock photo websites. The cost for licensing this stock photography is not included in the proposal unless specifically itemized. We will secure your approval before purchasing any stock photography. Stock photo charges are typically billed on the final project invoice.

Website Hosting

Pricing in our proposal assumes that you will also purchase our website management service, which includes website hosting. Our website hosting is optimized for our workflow. Since using other servers typically requires a change in our workflow (and makes the project take longer as a result), there will usually be a surcharge added to your proposal if we do not host your website.

In addition, if you elect not to host on our server, we cannot be responsible for the speed of your website, the performance of any of your website features, security certificates for your website, the uptime

of your website, or any other hosting related matter.

FIXING ANY PROBLEMS RELATED TO WEB HOSTING, OR PROJECT DELAYS RELATED TO WEB HOSTING ON A SERVER OTHER THAN OUR OWN IS BILLABLE AT OUR CURRENTLY HOURLY RATE.

We use commercially reasonable efforts to make sites that we host available 99.9% of the time during each monthly billing cycle. If we are unable to meet this service level, you will be eligible to receive a credit to apply to future billing cycles based upon the unavailability for that month. For the purposes of this agreement, unavailability means that either your website is unresponsive, or your website returns a server error response to valid user requests for more than 60 seconds of consecutive requests, and in all cases that the unavailability is not because of local, regional, national or international outages.

Unavailability that is a result of scheduled maintenance is excluded from these conditions and will not be considered for service credit calculations. Scheduled maintenance is defined as maintenance that is announced at least 2 days in advance, and does not exceed one hour in any month. Typically, scheduled maintenance occurs in off-peak hours (usually in the early morning).

Service credits will be calculated as a percentage of the bill for the billing cycle that the unavailability occurred. The percentage for the credit will be calculated by dividing the number of minutes of unavailability by the total number of minutes in that billing cycle. **THE CUSTOMER MUST REQUEST SERVICE CREDITS WITHIN 7 DAYS OF THE UNAVAILABILITY OCCURRING.**

Website Management Service

Our Website Management includes website hosting, website software updates, website backups, and website security.

- **Website Security** Our lockdown protocol hardens the WordPress system to make it more resistant to the actions of hackers. We employ industry-leading security software that actively guards your website against hack attempts at multiple levels in the WordPress system.
- **Website Backups** Your website’s files and database will be backed up automatically each day your website has activity (if your website does not have activity, there is no need for a backup to occur). This backup is stored in our cloud data vault where we typically retain the previous 30 backups for your site.
- **Software Updates** Each week, at our discretion, we will apply available updates for the WordPress core software, your theme files, and your plugin files. We perform these updates for the items that appear in the “Updates” area of your WordPress dashboard. We also watch WordPress industry security news and proactively perform these updates more

frequently during times of enhanced threat levels.

While it is impossible to guarantee that your site will never be hacked, all of these techniques make your website a more difficult target for hackers. In addition, it is well known that hackers tend to exploit easier targets first – sites without security measures in place. However, in the event that your site is hacked, we will restore it to pre-hack condition at no additional cost either by restoring a site backup or performing a malware cleanup at our discretion.

Restoring Backups

- Should your site become compromised by a hack or if your site becomes inoperable because of user error, we will restore a backup for you.
- If the restorations are the result of a hack, there is no limit to the number of restorations we will perform for you under this service.
- If the restorations are due to user error, we will perform a maximum of 2 restorations in any 30-day period.
- Additional user error-related restorations will be performed at our current hourly rate with a one-hour minimum.

Premium (Paid) Themes and Plugins

- Many websites use themes and/or plugins that require the payment of a recurring license fee to maintain access to ongoing software updates. We have secured appropriate licensing for many of these.
- If we have appropriate licenses for the themes and/or plugins used by your website, the cost for recurring license fees are included in your Website Management Services, and licensing will be maintained for you as long as you are an active subscriber to our Website Management Services.
- If your website uses premium themes and/or plugins and we do not have appropriate licensing, the responsibility is yours for maintaining the appropriate licensing to ensure the availability of updates.
- We will advise you of the themes and/or plugins for which you will need to maintain licensing and assist you as needed in the process of obtaining them.

WE CANNOT BE HELD LIABLE FOR PROBLEMS SUCH AS BUT NOT LIMITED TO HACKS, INOPERABILITY OR INTERCOMPATIBILITY THAT ARISE FROM PREMIUM PLUGINS WHICH YOU CHOOSE NOT TO LICENSE AND ARE OUT OF DATE.

Plugin Compatibility If an update to a plugin creates conflicts or causes issues with the functionality of your website, we will consult with you to determine the best course of action. Typically, we will remove the offending plugin and replace it with a similar plugin or other programming. If the time required to resolve a plugin compatibility issue exceeds 3 hours, additional time will be billable at our current hourly rate.

IT IS YOUR RESPONSIBILITY TO INFORM US IF YOUR SITE IS EXPERIENCING PROBLEMS AND NEEDS ATTENTION.

IF YOU ELECT NOT TO PURCHASE OUR WEBSITE MANAGEMENT SERVICE, THE TOTAL RESPONSIBILITY IS YOURS FOR PERFORMING BACKUPS AND KEEPING WORDPRESS (AND ITS THEMES AND PLUGINS) UPDATED.

Payment and Cancellation for Website Management Services

Payment for Website Management Services is due on the first day of the period (monthly, quarterly, or annually) in which that service will be performed. You may cancel website management services with a 30-day notice. **WE DO NOT OFFER REFUNDS ON WEBSITE MANAGEMENT SERVICES. IF YOU ELECT TO DISCONTINUE WEBSITE MANAGEMENT SERVICES, THE TOTAL RESPONSIBILITY IS YOURS FOR PERFORMING BACKUPS AND KEEPING ALL COMPONENTS OF YOUR WEBSITE BACKED UP, SECURED, AND UPDATED.** If you desire to migrate your website to another web host. We will at your discretion (1) provide you with an administrator login for your WordPress site so a backup can be performed and migrated to the new location, (2) provide to you a backup created using an industry-standard WordPress backup system at a cost of $100, or (3) perform the website migration for you at our current hourly rate.

Your Responsibilities in Website Security

We employ basic WordPress security techniques when building your website. However, studies have shown that one of the most common ways that hackers gain access to your website is through keylogging programs installed on the infected computers of users. You agree to protect any computer that will log into the website by:

- Installing and maintaining updated security software
- Using the most up-to-date version of your preferred web browser
- Keeping the operating system patched with recommended updates
- Keeping versions of other installed software up to date if they are installed.

You also agree to use a strong password (as shown by the WordPress password indicator) for any account you use to log in and edit your website, and that this password will only be used on your website. We recommend the use of a password manager so that you have strong unique passwords for every site you access.

Third-Party Services

From time to time, our clients might employ a third party (such as but not limited to a Search Engine Optimization professional, social media professional, or content writer) whose services involve modifications to the website. **WE CANNOT BE RESPONSIBLE FOR THE WORK OF A THIRD PARTY.** Should our services be necessary due to any work performed by a third party, these services are billable at our current hourly rate. **OUR WEBSITE MANAGEMENT PLANS DO NOT COVER WORK NECESSARY DUE TO ACTIONS PERFORMED BY A THIRD PARTY. SHOULD OUR SERVICES BE NECESSARY DUE TO ANY WORK PERFORMED BY A THIRD PARTY, THESE SERVICES ARE BILLABLE AT OUR CURRENT HOURLY RATE.**

Search Engine Optimization (SEO)

If we build your website, we guarantee that your site will be able to be indexed by search engines like Google and others at the time of launch. **Additional SEO services are not included in your project unless specifically itemized in the proposal of services.** Your ranking and placement search engines depend on a myriad of factors. **WE CANNOT GUARANTEE RANKING OR PLACEMENT ON ANY SEARCH ENGINE.**

Website Accessibility and Compliance

If laws require that your website is accessible to users with disabilities, or if you desire for it to be, it is your responsibility to inform us of this requirement. If your website or any associated data must meet compliance requirements of any kind for any entity, organization, or regulatory body (such as but not limited to HIPAA, FERPA, etc.), it is your responsibility to inform us of the specific compliance requirements involved. **WE DO NOT GUARANTEE TO MEET ANY COMPLIANCE FOR ACCESSIBILITY OR OTHER REQUIREMENTS UNLESS WE HAVE EXPLICITLY AGREED IN WRITING TO DO SO.**

Legal Pages and Privacy Requirements

Depending on the nature of your site and your location, legal pages such as Terms of Use and policy pages such as Privacy Policy, Return Policy, etc. may be required for your site by government entities, vendors or licensing agencies.

IT IS THE SOLE RESPONSIBILITY OF THE CLIENT TO DETERMINE WHETHER SUCH PAGES ARE REQUIRED. It is advisable to consult an attorney to determine your responsibilities in this matter. Creation of the content for these legal pages is not included in the Proposal of Services for your new website unless specifically itemized. However, if you provide the content for these pages, we will typically add them at no additional cost.

If we provide any standardized privacy policies and terms of use, we do not guarantee that this language complies with any governing body's requirements. **YOU SHOULD HAVE ANY STANDARDIZED LANGUAGE REVIEWED BY YOUR ATTORNEY.**

IT IS THE SOLE RESPONSIBILITY OF THE CLIENT TO INFORM US THAT YOUR WEBSITE MUST BE COMPLIANT WITH ANY REGULATORY BODY such as but not limited to the EU's General Data Protection Regulation (GDPR) or the California Online Privacy Protection Act (CalOPPA). Compliance with regulations such as these will normally result in an additional charge.

Email Deliverability

Occasionally, your website will send email when certain events occur such as the completion of a contact form, sale of a product, update/reset of a user's password, etc. These emails that are automatically generated by the WordPress system are often flagged as spam (or not delivered at all) by email providers like Google/Gmail, Microsoft, Yahoo and others.

SINCE WE CANNOT CONTROL THE RECEIPT OF EMAIL, WE CANNOT BE HELD RESPONSIBLE FOR ANY EMAILS THAT WERE NOT DELIVERED TO THE CLIENT FOR ANY REASON.

IT IS THE CLIENT'S RESPONSIBILITY TO REGULARLY CHECK SPAM FOLDERS AND WEBSITE FORM AND ORDER INTERFACES FOR ANY NOTIFICATIONS THAT WERE NOT DELIVERED TO THE CLIENT'S INBOX.

Email Service

WE DO NOT PROVIDE OR SUPPORT EMAIL SERVICE TO CLIENTS. We recommend consulting with an IT Professional about implementing third party services such as Google Apps and Microsoft Office 365.

Domain Names

Registering a domain name for your website and paying the accompanying annual registration fee is your responsibility. We can assist in the process of registration and connecting your domain name to the website if you desire. You can purchase your domain name for multiple years, or renew it annually at your discretion.

It is your responsibility to ensure that the credit card the domain registrar has on file for your domain registration is current for rebilling.

WE ARE NOT RESPONSIBLE FOR SUSPENSION OR LOSS OF DOMAIN NAMES BECAUSE YOUR CARD COULD NOT BE BILLED OR FOR ANY OTHER REASON. Work needed as a result of domain expiration is billable at our current hourly rate.

Testimonials, Marketing and Attribution Links

We reserve the right to use your project as an example in our promotional materials including but not limited to case studies, web pages, blog posts, social media posts, magazine articles, and videos. We will place an attribution link in the footer of your website that links back to our home page.

At the end of your project, we may also ask you for a quote describing your experience working with us. We may also ask you to be a reference should any future clients desire to speak with people we've worked with in the past.

Our Contractors

From time to time we may utilize independent contractors to work on your project. Some of these contractors may work outside the United States. **You agree not to directly contact or solicit contractors we use on your project for employment or contract work of any kind.**

Disclosure to Law Enforcement

We will disclose information about our clients to law enforcement agencies without further consent or notification to the client upon lawful request from such agencies. We will cooperate fully with the legal requests of law enforcement agencies.

Indemnification

The Client agrees to indemnify and hold harmless the Company, its subsidiaries, contractors, employees and affiliates and each of their respective directors, officers, employees, shareholders and agents (each an "Indemnified Party") against any losses, claims, damages, liabilities, penalties, actions, proceedings, judgments, or any and all costs thereof (collectively, "Losses") to which an Indemnified Party may become subject and which Losses arise out of, or relate to the Agreement, Client's use of the Services, breach of any confidentiality obligation or any alleged infringement of any trademark, copyright, patent or other intellectual property right and will reimburse an Indemnified Party for all legal and other expenses, including reasonable attorneys' fees incurred by such Indemnified Party, in connection with investigating, defending, or settling any Loss, whether or not in connection with pending or threatened litigation in which such Indemnified Party is a party.

Choice of Law and Forum

This Agreement, and any related Statements of Work, shall be construed in accordance with, and governed by, the laws of the State of OKLAHOMA without regards to Conflict of Law principles.

In the event of any dispute or disagreement with respect to the meaning, effect or interpretation of this Agreement or in the event of a claimed breach of this Agreement, the parties hereto agree that such dispute shall be determined through mediation. The parties will mutually select a mediator and share the cost of mediation equally. Unless otherwise mutually agreed, the location of the mediation will be in TULSA COUNTY, OK. The parties agree to cooperate fully with the mediator in good faith in order to reach a mutually satisfactory resolution of the dispute.

If the dispute is not resolved within 60 days after it is referred to the mediator, either party has the option to litigate the dispute in a court of law located in TULSA COUNTY, OK.

Refusal or Discontinuation of Service

We reserve the right to refuse, restrict or terminate service to any client for any reason.

Disclaimer of Warranty

We will perform our work in accordance with good industry practices and at the standard expected from a suitably qualified person with relevant experience. We cannot guarantee that our work will be error-free and so we cannot be liable to you or any third-party for damages, including lost profits, lost savings or other incidental, consequential or special damages, even if you've advised us of them.

THE COMPANY HEREBY DISCLAIMS ALL WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF MERCHANTABILITY, NON- INFRINGEMENT AND FITNESS FOR PARTICULAR PURPOSE. THE FOREGOING DOES NOT AFFECT ANY WARRANTIES WHICH CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW. WE WILL NOT BE LIABLE FOR ANY LOSS OR DAMAGE CAUSED BY A DISTRIBUTED DENIAL-OF-SERVICE ATTACK, VIRUSES OR OTHER TECHNOLOGICALLY HARMFUL MATERIAL THAT MAY INFECT SERVER EQUIPMENT, COMPUTER PROGRAMS, DATA OR OTHER PROPRIETARY MATERIAL.

Limitation of Damages or Liability

IN NO EVENT WILL THE COMPANY, ITS AFFILIATES AND ITS LICENSORS, SERVICE PROVIDERS, EMPLOYEES, AGENTS, OFFICERS AND DIRECTORS BE LIABLE FOR DAMAGES OF ANY KIND, UNDER ANY LEGAL THEORY, FOR HARM CAUSED BY OR RELATED TO THE CUSTOMER'S SERVICES OR INABILITY TO UTILIZE THE SERVICES, INCLUDING ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, INCLUDING BUT NOT LIMITED TO, PERSONAL INJURY, PAIN AND SUFFERING, EMOTIONAL DISTRESS, LOSS OF REVENUE, LOSS OF PROFITS, LOSS OF BUSINESS OR ANTICIPATED SAVINGS, LOSS OF USE, LOSS OF GOODWILL, LOSS OF DATA, AND WHETHER CAUSED BY TORT (INCLUDING NEGLIGENCE), BREACH OF CONTRACT OR OTHERWISE, EVEN IF FORESEEABLE.

THE FOREGOING DOES NOT AFFECT ANY LIABILITY WHICH CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.

Notwithstanding anything else in this Master Services Agreement, the maximum aggregate liability of THE COMPANY any of its employees, agents, contractors or affiliates, under any theory of law should not

exceed the amount of fees it has collected on the customer's account in the last six months.

Severability

No part of this Agreement will be affected if any other part of it is held unenforceable or invalid.

Headings

The headings in this Agreement are inserted for convenience only and are not a part of this Agreement.

Entire Agreement

This Agreement, and any Proposals of Service attached, constitute the entire agreement and understanding of the parties with respect to the transactions contemplated hereby and supersedes any and all prior agreements and understandings relating to the subject matter hereof. This Agreement may not be waived, assigned, extended, amended, supplemented or modified orally, but only by a written instrument signed by the party against whom enforcement of any such waiver, assignment, extension, amendment, supplement or modification is sought.

Modifications

This Agreement may not be changed or modified except in writing signed by the parties.

Construction

The parties acknowledge and agree that they have read, understood and have actively negotiated the terms of this Agreement, participated in its drafting and have been represented by legal counsel. Therefore, this Agreement shall not be deemed to be the product of either party and shall not be enforced or interpreted any more stringently or strictly against either party.

Assignability

Neither the Company nor the Client may assign this Agreement without the prior consent of the other.

Agreement

Sign below signifying that:

- You have read, understood, and agreed to this Master Services Agreement
- That this Master Services Agreement and the Proposal of Services documents comprise our entire agreement.

- That you agree that the two documents above govern your working relationship with us.

Steelman Digital

Lawton MPO – Web Design and Development Proposal

Prepared for:

Jonathan Stone

Lawton MPO

Prepared by:

Jake Steelman

Steelman Digital

Background

The Lawton Metropolitan Planning Organization (Lawton MPO) plays a crucial role in shaping the future of the Lawton area. As the organization responsible for planning and developing the community, it is essential that the Lawton MPO has a website that effectively conveys its mission and initiatives to the public.

At Steelman Digital, we understand the importance of having a user-friendly website that is easy to navigate and serves as a valuable resource for the community. We're excited to propose a new website for the LMPO that will make it easier for the community to access important information about the organization and its plans for the future.

Our team has the skills and experience needed to create a website that not only looks great, but also serves as a valuable resource for the Lawton community. We have outlined our goals, timelines, and pricing structure for the new LMPO website in this proposal. We're excited about the opportunity to work with the LMPO and are confident that our team can deliver a website that exceeds expectations.

Objectives

- Design a professional, user-friendly, mobile responsive website that effectively communicates LMPO's mission, initiatives, and provides easy access to important information.
- Build an easy-to-use backend system for LMPO staff to update and manage the website.
- Integrate social media and other digital communication channels to keep community members updated.

Proposed Specifications

We have prepared an Excel sheet with a **complete** list of pages and notes. You can find the Excel sheet attached in the email along with this proposal.

Top-Level and Main Website Pages

- **Home** – *Static*
  Contains all general information about LMPO and links to each of the subpages and "sneak previews" of dynamic content (i.e. shows 3 most recent meetings with link to view all, etc)
- **About** – *Static*
  Includes all information about the LMPO, its purpose and mission, and frequently asked questions.
- **Meetings and News** – *Static*
  Displays content from the meetings collection in a card format, each card being linked to the meeting item's dynamic page. Also includes some static content about meetings and news.
  - Meeting Page – *Dynamic (Meetings Collection)*
- **Publications and Resources** – *Static*
  Provides information about publications and resources while directing users to the appropriate page depending on what they are looking for. Shows snippets of dynamic content from below 3 collections.
  - Links – *Dynamic (Links Coll.)*
  - Publication Page – *Dynamic (Publications Coll.)*
  - Resources Page – *Dynamic (Resources Coll.)*
- **Ideas and Public Comments** – *Static*
  Displays basic info about how ideas/public comments work, and shows all items in the Ideas collection with filtering and sorting options.
  - Idea Page – *Dynamic (Ideas Collection)*
    Dynamic ideas template page would include an embedded contact form that lets users submit their comments digitally on each item in the Ideas Collection. Includes PDF/file upload as well.
- **Clean Air Lawton** – *Static*
  Includes info on current CAL page. Will also include an AQI widget and any other embeddable air quality widgets/tools. Subpages mirror content on current site, but much more modernized.
  - 12 Subpages – *Static*
- **Contact** – Static
  - Will include a modern, captcha protected contact form along with other methods of contact.

Proposed Specifications Continued

We have prepared an Excel sheet with a **complete** list of pages and notes. You can find the Excel sheet attached in the email along with this proposal.

Website Features

- **Homepage** with a clear and visually appealing design that highlights the mission and initiatives of the LMPO, as well as upcoming events and meetings.
- **Navigation menu** that makes it easy for users to find information about the organization, such as plans, reports, and contact information for LMPO staff.
- **Responsive design** that ensures the website looks great and is easy to use on any device, including smartphones and tablets.
- **Search functionality** for users to easily search for specific information on the website.
- **User-friendly backend** for LMPO staff to update and manage the website content with ease.
- **Calendar feature** that displays upcoming events and meetings, with the ability for users to add these events to their personal calendars.
- **Meetings and News** section that allows LMPO staff to post timely information about the organization and its activities.
- **Publications and Resources** library that contains plans, reports, and other important documents that are easily searchable and accessible to the public.
- **Contact page** that provides users with multiple ways to get in touch with the LMPO, including an online contact form, email addresses, and phone numbers.
- **Social media integration** that allows users to share content from the website to their social media accounts and follow the LMPO on social media platforms.

Scope of Work

Everything we're responsible for in order to achieve the objectives.

- Build a responsive website from scratch using Webflow, a web design platform built for the modern web, and build according to proposed specifications above.
- Website will be high performance and mobile responsive, ensuring that every user gets a smooth, seamless experience on the website.
- Website will include 27 static pages, along with 7 easy-to-update CMS collections and associated template pages to dynamically display content from their respective CMS collections.
- Import existing content from the old website or source additional copy from the you where needed.
- Incorporate images sourced from the client. Includes creating images and/or when applicable, using photos licensed from Unsplash, Pexels, or Adobe Stock.
- Test, validate, and certify that the site performs well on a variety of mobile devices and major web browsers.
- Set up hosting and connect the client's domain. Hosting is required. Steelman Digital will facilitate the enrollment, setup process, and domain connection steps to transition the completed website from the staging website to a fully functional hosted website.
- Train LMPO's stakeholders to use the back-end of their site. Provide a personalized training video and access to a Website Owner's Manual (written guide).
- Hosting Plan: Provide up to 30 min per month of free revisions. Provide extra revisions outside this 30 minute mark at $90/hr billed in 15-minute increments.

Project Timeline

For this project, the proposed timeline is 6 to 10 weeks, split into five phases.

Phase 1: Discovery (1 weeks)

- Discuss your goals, budget, and timeline.
- Learn about your business, customers, and competitors.
- Send a proposal with a scope of work, timeline, and cost.
- Sign the contract, pay the deposit, and start.

Phase 2: Design (2-4 weeks)

- Build sitemap, content map, and high-fidelity wireframes.
- Collaborate over up to three rounds of revisions.
- Send completed designs to our development team.

Phase 3: Development (2-4 weeks)

- Develop pages according to content, designs, and specs.
- Integrate the Webflow CMS and build collections.
- Optimize site for search engines using best practices.
- Test the website on mobile, tablet, and desktop.

Phase 4: Launch and Training (1 weeks)

- Connect your domain and set up hosting on Webflow.
- Meet in-person or over Zoom to train client's team to manage their site content. Provide training video.

Phase 5: Growth and Maintenance (monthly, optional)

Our Growth plans turn your website from a static website into a dynamic website that grows with your business. With our Growth plans, we include up to two hours per month of revisions and support, and a full site re-design after 2 years. Any unused maintenance time at the end of the month is used to make optimizations, improvements, and fixes to your site, so just like a fine wine, your site gets better with age.

Fee Structure

Our payment structure consists of a one time, fixed fee to build the site and a small monthly fee for hosting. The fixed fee is paid in a 40/30/30 milestone structure, which means 40% is due upfront, 30% is due after completing the design phase, and 30% is due before launch.

In addition to the grand total below, the hosting fee for this pricing structure is $35.00 per month, starting on launch day and billed until canceled or modified. If you would like to opt-out of our included hosting and support, and host your own website, please let us know.

A more detailed breakdown of the included pages, CMS collections, and rates can be found in the Excel spreadsheet attached to the email.

Description	Price	Quantity	Subtotal
Design and Development Base Covers homepage design and development, plus initial setup and component creation.	$2,000.00	1	$2,000.00
Static Page Design and Development Covers design and development for additional website pages.	$150.00	27	$4,050.00
CMS Collection Development Per collection, for collections that will have their own pages (i.e. blog, portfolio)	$350.00	7	$2,450.00

Subtotal	**$8,500.00**
Discount	**$0.00**
Grand Total	**$8,500.00**

About Steelman Digital

Steelman Digital is a full-service website design studio based in Oklahoma City. Our goal is to be a trusted, dependable partner for ambitious organizations, helping them navigate a complicated digital landscape to succeed online.

We're a vertically integrated web design company specializing exclusively in web design and development, SEO, and website maintenance. Unlike large marketing firms who typically offer websites as an upsell, websites are our sole focus, allowing us to build better projects and provide better service to our clients.

See what our clients say

Steelman Digital has been a great partner in helping us create our new website. He was very knowledgeable, helpful, and efficient. Highly recommend Steelman Digital for your project!

Chris Roman Nose

Director of Communications, Cheyenne and Arapaho Tribes

Steelman Digital was the best thing that happened to me while I was starting my business!

Hannah Holloway

Founder and CEO, Clark Street Concierge

I am thrilled with how our new website turned out! I would highly recommend Steelman Digital.

Dale Sheller

Co-Owner, A-Line Designs

The Dotted Line

Ready to get started? Sign below to officially start this project.
We look forward to working with you!

Jacob R. Steelman

Steelman Digital LLC

2023-01-21

From:	Jake Steelman
To:	Jonathan Stone
Subject:	Re: {**EXTERNAL**}--Lawton MPO Website Proposal
Date:	Tuesday, January 24, 2023 12:53:38 PM

Hey Jonathan,

Below are the pricing packages for the maintenance services.

- **Tier 0 Maintenance:** Included with the $35/mo hosting. Includes up to 30 minutes per month of site checkups and minor bug fixes.
- **Tier 1 Maintenance:** Starting at $275/mo. This package includes small updates and revisions, such as text changes, image updates, and simple website tweaks. Additionally, CMS management is included and bug fixes, security monitoring, and performance monitoring are included. We will provide a minimum of 3 hours of maintenance per month at an hourly rate of $80/hour.
- **Tier 2 Maintenance:** Starting at $475/mo. This package includes more extensive updates and revisions, such as adding new pages or features to the website, troubleshooting, and solving technical issues. It also includes the services of the basic package. We will provide a minimum of 6 hours of maintenance per month at an hourly rate of $72/hour. This package offers a 10% discount on our hourly rate.
- **Tier 3 Maintenance:** Starting at $675/mo. This package includes advanced development and customization work, as well as the services of the basic and standard packages. We will provide a minimum of 10 hours of maintenance per month at an hourly rate of $64/hour. This package offers a 20% discount on our hourly rate.

Unused support time (except for in tier 0) will roll over to the next month, but time will only roll over once and only half of the unused time will be carried over. When hours are used, rollover hours will be used before regular hours.

For example, a business purchases the Tier 2 package which includes 6 hours of website maintenance per month. During the first month, the business only uses 4 hours of the allotted 6 hours. The unused 2 hours will roll over to the next month, but only half of the unused time will be carried over, which is 1 hour. So the business will have 7 hours of website maintenance available to use in the next month (6 regular hours + 1 rollover hour). During the next month, the business uses 4 hours of the 7 hours available, leaving 3 remaining hours, half of which (1.5 hours) will be carried over to the following month. When the business uses the hours, the rollover hours will be used before regular hours.

Many of my clients use Tier 1 or 2 maintenance, and unless you were thinking about consistently and drastically modifying the site on a monthly basis, I would also recommend Tier 1 or 2 to you as well. You can downgrade or upgrade at any time and at no cost to you -- the unused hours after downgrading or canceling will be treated as rollover hours. There is no long term or monthly commitment, and like mentioned, you can cancel at any time and for any reason.

Please let me know if you have any questions. I hope that this helps, and would love the opportunity to work with you on this project.

(405) 888-0448

Jake Steelman

Founder & Owner

Steelman Digital

jake@steelmandigital.com

steelmandigital.com

Oklahoma City (Remote)

On Tue, Jan 24, 2023 at 8:59 AM Jonathan Stone <Jonathan.Stone@lawtonok.gov> wrote:

> Thank you,
>
> We do want the pricing for maintenance as well so we can compare to other quotes.
>
> ---
>
> **From:** Jake Steelman <jake@steelmandigital.com>
> **Sent:** Monday, January 23, 2023 3:58 PM
> **To:** Jonathan Stone <Jonathan.Stone@lawtonok.gov>
> **Subject:** Re: {**EXTERNAL**}--Lawton MPO Website Proposal
>
> Hey Jonathan,
>
> Yes, I can send over my pricing info for maintenance services. Hosting is $35/mo, but if you added a maintenance package, hosting would be included in that.
>
> I'll get that pricing info to you by EOD tomorrow.
>
> Thanks, and have a great evening!

All the best,

Jake Steelman

On Mon, Jan 23, 2023 at 11:15 Jonathan Stone <Jonathan.Stone@lawtonok.gov> wrote:

> Thank you, Can you also send a quote for hosting and maintenance services?
>
> ---
>
> **From:** Jake Steelman <jake@steelmandigital.com>
> **Sent:** Monday, January 23, 2023 6:43 AM
> **To:** Jonathan Stone <Jonathan.Stone@lawtonok.gov>
> **Subject:** {**EXTERNAL**}--Lawton MPO Website Proposal
>
> **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.
>
> Good morning Jonathan,
>
> I hope you had a great weekend.
>
> Attached to this email is a link to our proposal outlining our goals, timelines, proposed site structure and features, and fee structure for the new Lawton MPO website. Additionally, I have included an Excel spreadsheet that contains more information about the proposed pages for the site, some notes about them, and a comprehensive pricing breakdown.
>
> I have attached a PDF copy of the proposal and the Excel workbook. You can also view a digital copy of the proposal here.
>
> I strongly believe that our team has the necessary skills and experience to create a custom website that looks professional and modern, is easy to navigate, and is user-friendly. I'm confident that we can deliver a website that far exceeds the expectations of the LMPO and its stakeholders and that we can deliver it before your March deadline.
>
> Please let me know if you have any questions or need more information from me. I would be happy to schedule a call to talk about the proposal if you need it.

I look forward to earning your business and putting our skills to work to create something amazing for the Lawton MPO.

Best regards,

Jake Steelman

Jake Steelman

Founder & Owner

Steelman Digital

(405) 888-0448

jake@steelmandigital.com

steelmandigital.com

Oklahoma City (Remote)

--

Jake Steelman

Founder & Owner

Steelman Digital

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jake@steelmandigital.com

steelmandigital.com

Oklahoma City (Remote)

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*with automatic bank draft, $99/mo via check or credit card

$89* per month

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- Monthly Updates
- 24/7 Local Support
- Security Patches
- Server Maintenance

***Site security with SSL encryption included.**

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www.levanttech.com

ryan@levanttech.com
405.795.3107

From:	Vinod Samuel
To:	Jonathan Stone; Amy Samuel
Subject:	{**EXTERNAL**}--Lawton MPO - Website, Hosting & Maintenance Pricing
Date:	Tuesday, January 24, 2023 9:26:50 AM

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.

Good morning Jonathan,

Thank you for returning my call and answering my questions. As requested, here are the price details:

- **Full custom responsive website** - Starts at **$7,500**, and it includes:
  - custom responsive website
  - 2 hours photography (travel fees may incur if outside OKC limits)
  - content writing up to 5 pages, edits upto 10 pages
  - moving content from existing site to new site, including .pdfs
  - 1 hour training plus a 30 minute follow up training in two weeks.
- **Hosting** - 2 Packages:
  - **$90** includes maintenance and **one hour of web support**
  - **$130** includes maintenance and **three hours of web support**
    - maintenance includes
      - reliable hosting space
      - weekly website backups
      - monthly plugin updates
      - monthly malware checks
- **SSL** - No cost since this is covered by OMES.

We look forward to the opportunity to work with you and your team. Please let me know if you have any questions I can answer.

May the sun shine on your conquest this day,

Vinod Samuel | Operations Director

6656 NW 39th Expressway, Suite 105
Bethany, Oklahoma 73008

(405) 227.9898