



City of Lawton

Lawton Enhancement Trust Authority

Agenda

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

Wednesday, January 11, 2023

3:00 PM

City Hall- Banquet Hall

MEETING CALLED TO ORDER

ROLL CALL

STATEMENT OF COMPLIANCE WITH OKLAHOMA OPEN MEETING ACT, 25 O.S. 301-314

INTRODUCTION OF GUESTS

REPORTS:

1. Receive a report from Dennis Totte with Bedrock Nursery regarding current landscaping and irrigation projects and provide direction to Mr. Totte on current projects [22-711](#)
2. Receive a report from Neighborhood Services regarding monthly updates on departmental activities. [22-712](#)
3. Consider approving submitted materials for payment. [22-713](#)
4. Consider approving the monthly Treasurer Report [22-714](#)
5. Receive a report from Children United regarding the accessibility playground in Elmer Thomas Park. [22-716](#)
6. Receive a report from Parks and Recreation regarding departmental projects and monthly updates. [22-717](#)
7. Receive a report from the Communications and Marketing Department regarding LETA's social media accounts and publicity projects and provide direction to staff on said projects. [22-718](#)
8. Receive monthly ward update from Trustees. [22-720](#)
9. Receive a report from the Planning Department regarding ongoing LETA projects. [22-721](#)

BUSINESS ITEMS:

10. Consider approving the minutes of the November 9, 2022, November 17, 2022, December 7, 2022, and December 14, 2022 meetings. [23-33](#)
Attachments: [11.9.22](#)
[11.17.22 Special Meeting- No Quorum](#)
[12.7.22](#)
[12.14.22](#)
11. Consider approving an estimate from Bedrock Nursery for renovations to 2 beds located at 2nd and Gore and authorize Bedrock to begin work. [23-36](#)
Attachments: [Estimate 2419 from Bedrock Nursery Inc](#)
12. Consider approving an estimate from Bedrock Nursery for an irrigation system in the median located between 1st Street and 2nd Street on Gore Blvd. and authorize Bedrock to begin work. [23-38](#)
Attachments: [Estimate 1943 from Bedrock Irrigation](#)
13. Consider approving an estimate from Bedrock Nursery for an irrigation system in the median located between 2nd Street and 3rd Street on Gore Blvd. and authorize Bedrock to begin work. [23-39](#)
Attachments: [Estimate 1944 from Bedrock Irrigation](#)
14. Consider approving an expense of up to \$400.00 to Clayton Fulton to assist and train on how to use the online voting system for LETA's social media account. [23-41](#)
Attachments: [COL professional svcs Agreement](#)
15. Consider approving a Site Terms and Conditions of Use Agreement with Polar Engraving for the creation of a fundraising website. [23-20](#)
Attachments: [Site Terms and Conditions of Use Agreement](#)
16. Consider approving a modified Limited Services Agreement with the City of Lawton for FY 2022-2023 [23-34](#)
Attachments: [LETA HM Limited Services Agreement LINED FYE23 011023](#)
17. Consider approving expenses for floral arrangements from Gilbert Creek Gardens and catering from Designs by Lex for the 2023 Eye Candy Gala. [23-35](#)
18. Review nominations and select two winners for Christmas Yard of the Month. [23-37](#)
Attachments: [LETA Christmas Yard of the Month PP](#)

DISCUSSION ITEMS

ADJOURNMENT



City of Lawton

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

Commentary

File #: 22-711

Agenda Date:

Agenda No: 1.

ITEM TITLE:

Receive a report from Dennis Totte with Bedrock Nursery regarding current landscaping and irrigation projects and provide direction to Mr. Totte on current projects

INITIATOR: Jay Burk, Chairman

STAFF INFORMATION SOURCE: Bedrock Nursery

BACKGROUND: Bedrock Nursery is contracted to install and maintain landscaping and irrigation systems as requested by LETA. Dennis Totte, owner of Bedrock Nursery, provides a monthly update on current projects and completed maintenance.

EXHIBIT: N/A

KEY ISSUES: N/A

FUNDING SOURCE: N/A

STAFF RECOMMENDED COUNCIL ACTION: Provide direction to Dennis Totte on how to proceed with current projects.



City of Lawton

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Commentary

File #: 22-712

Agenda Date:

Agenda No: 2.

ITEM TITLE:

Receive a report from Neighborhood Services regarding monthly updates on departmental activities.

INITIATOR: Jay Burk, Chairman

STAFF INFORMATION SOURCE: Neighborhood Services

BACKGROUND: Neighborhood Services is the City department charged with responding to reported violations, educating the public on nuisance ordinances, and abating nuisances. Because LETA's fundamental goal is the beautification of Lawton, the Chairman has requested a monthly update for the Neighborhood Services Supervisor to brief the trustees on the City's effort to improve the quality of life throughout the community.

EXHIBIT: N/A

KEY ISSUES: N/A

FUNDING SOURCE: N/A

STAFF RECOMMENDED COUNCIL ACTION: No action to be taken.



City of Lawton

Lawton City Hall
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Commentary

File #: 22-713

Agenda Date:

Agenda No: 3.

ITEM TITLE:

Consider approving submitted materials for payment.

INITIATOR: Susan Schlecht, Component Unit Accountant

STAFF INFORMATION SOURCE: Financial Services

BACKGROUND: Schlecht will present a list of paid invoices from the previous month for the board's approval.

EXHIBIT: N/A

KEY ISSUES: N/A

FUNDING SOURCE: Various

STAFF RECOMMENDED COUNCIL ACTION: Approve the submitted materials for payment as present.



City of Lawton

Lawton City Hall
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Commentary

File #: 22-714

Agenda Date:

Agenda No: 4.

ITEM TITLE:

Consider approving the monthly Treasurer Report

INITIATOR: Susan Schlecht, Component Unit Accountant

STAFF INFORMATION SOURCE: Financial Services

BACKGROUND: Schlecht will present the Balance Sheet, Profit and Loss Statement, Income and Expense Tracker, and LETA Projects Pending for the previous month.

EXHIBIT: Treasurer Report

KEY ISSUES: N/A

FUNDING SOURCE: N/A

STAFF RECOMMENDED COUNCIL ACTION: Approve the Treasurer Report as presented.



City of Lawton

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Commentary

File #: 22-716

Agenda Date:

Agenda No: 5.

ITEM TITLE:

Receive a report from Children United regarding the accessibility playground in Elmer Thomas Park.

INITIATOR: Jay Burk, Chairman

STAFF INFORMATION SOURCE: Children United

BACKGROUND: A representative from Children United will give a monthly update regarding progress on the playground, current fundraising efforts, and financial information.

EXHIBIT: N/A

KEY ISSUES: N/A

FUNDING SOURCE: N/A

STAFF RECOMMENDED COUNCIL ACTION: No action is to be taken on this item.



City of Lawton

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Commentary

File #: 22-717

Agenda Date:

Agenda No: 6.

ITEM TITLE:

Receive a report from Parks and Recreation regarding departmental projects and monthly updates.

INITIATOR: Jay Burk, Chairman

STAFF INFORMATION SOURCE: Parks and Recreation Department

BACKGROUND: The Parks and Recreation Director will provide a monthly update on current departmental projects.

EXHIBIT: N/A

KEY ISSUES: N/A

FUNDING SOURCE: N/A

STAFF RECOMMENDED COUNCIL ACTION: No action is to be taken on this item.



City of Lawton

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Commentary

File #: 22-718

Agenda Date:

Agenda No: 7.

ITEM TITLE:

Receive a report from the Communications and Marketing Department regarding LETA's social media accounts and publicity projects and provide direction to staff on said projects.

INITIATOR: Jay Burk, Chairman

STAFF INFORMATION SOURCE: Communications and Marketing Department

BACKGROUND: The Communications and Marketing Department Director will provide a monthly update on current Facebook stats and other current publicity projects the department is working on for LETA.

EXHIBIT: N/A

KEY ISSUES: N/A

FUNDING SOURCE: N/A

STAFF RECOMMENDED COUNCIL ACTION: Provide direction to staff on how to move forward with current projects.



City of Lawton

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Commentary

File #: 22-720

Agenda Date:

Agenda No: 8.

ITEM TITLE:

Receive monthly ward update from Trustees.

INITIATOR: Jay Burk, Chairman

STAFF INFORMATION SOURCE: Trustees of LETA

BACKGROUND: The trustees will be given an opportunity to discuss any questions, comments, or concerns in their respective wards.

EXHIBIT: N/A

KEY ISSUES: N/A

FUNDING SOURCE: N/A

STAFF RECOMMENDED COUNCIL ACTION: No action is to be taken.



City of Lawton

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Commentary

File #: 22-721

Agenda Date:

Agenda No: 9.

ITEM TITLE:

Receive a report from the Planning Department regarding ongoing LETA projects.

INITIATOR: Jay Burk, Chairman

STAFF INFORMATION SOURCE: Planning Department

BACKGROUND: Charlotte Brown will provide an update on ongoing Planning Department Projects.

EXHIBIT: N/A

KEY ISSUES: N/A

FUNDING SOURCE: N/A

STAFF RECOMMENDED COUNCIL ACTION: No action is to be taken.



City of Lawton

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Commentary

File #: 23-33

Agenda Date: 1/11/2023

Agenda No: 10.

ITEM TITLE:

Consider approving the minutes of the November 9, 2022, November 17, 2022, December 7, 2022, and December 14, 2022 meetings.

INITIATOR: Donalynn Blazek-Scherler

STAFF INFORMATION SOURCE: City Clerk's Office

BACKGROUND: Minutes for the November 9, November 17, December 7, and December 14, 2022 meetings have been drafted and are awaiting approval

EXHIBIT: Draft minutes for the November 9, November 17, December 7, and December 14, 2022 meetings

KEY ISSUES: N/A

FUNDING SOURCE: N/A

RECOMMENDED ACTION: Approve the minutes of the November 9, November 17, December 7, and December 14, 2022 meetings.

**MEETING OF THE
LAWTON ENHANCEMENT TRUST AUTHORITY
CITY HALL- 3rd FLOOR CONFERENCE ROOM
WEDNESDAY NOVEMBER 9, 2022– 3:00 P.M.**

Vice-Chairperson Hankins called the meeting to order at 3:01 p.m. in the 3rd Floor Conference Room of City Hall. Notice of meeting and agenda were posted on the City Hall Notice Board as required by law.

ROLL CALL

PRESENT: Barry Ezerski, Mary Ann Hankins*, Lou McConnell, Katie Jackson-Seeley, Ted Symuleski, Annette Wiseman-Vaughan

*Left at 5:00PM

ABSENT: Addie Smith, Kerry Sweeney, Dwight Tanner, Jay Burk

OTHERS PRESENT: Charlotte Brown, LETA Executive Director and Planning Director; Albert Rivas, Citizen; Jeannette Klein, Children United; Greg Gibson, Deputy City Attorney; Caitlin Gatlin, Communications and Marketing Manager; Susan Schlecht, Financial Services; Barbara Ragland, Citizen; Dr. Krista Ratliff, President of the Lawton/ Ft Sill Chamber of Commerce; Dennis Totte, Bedrock Nursery; Stacy Reyna, Lawton/Ft Sill Chamber of Commerce; Dewayne Burk, Deputy City Manager; Mitch Dooley, Parks & Rec; Donalynn Blazek-Scherler, City Clerk's Office

Albert Rivas introduced himself and stated he has been working in conjunction with the Women that Vote organization. He complimented the conceptual design of Shepler Park and requested that part of the park be dedicated and named after Barbara Curry.

Vice-Chair Hankins stated this would need the approval of the Shepler Park Steering Committee.

3. Reports

A. Receive a report from Dennis Totte with Bedrock Nursery regarding current landscaping and irrigation projects and provide direction to Mr. Totte on current projects.

Totte stated the Fall plantings have been taken care of, and they will be working on regular Winter maintenance. They will begin planting bulbs in early December, and the sprinkler times have been revised for the season.

Symuleski asked for an update on cutting the tree grates on 2nd Street.

Totte stated he will need a metal fabricator to cut the grates, but at this time it is not a pressing issue.

- B.** Receive a report from Neighborhood Services regarding monthly updates on dilapidation declarations, nuisance abatements, and the annual Trash-Off event.

Blazek-Scherler reported that Neighborhood Services sent out 763 notices for the month of October, 26 demolitions to date for the fiscal year, and 9 or 10 dilapidations slated for Council.

- C.** Consider approving submitted materials for payment.

Schlecht presented the following invoices for the time period of September and October 2022:

- \$9,348.00 to WHM Granite and \$1,700.00 to Duncan Mannequin for activities in reference to the USS Oklahoma.
- \$279.36 to Herc Rentals for Freedom Fest.

Motion by Ezerski, **Second** by Symuleski, to approve the expenses for September to October 2022 as presented. **AYE:** Hankins, McConnell, Jackson-Seeley, Symuleski, Wiseman-Vaughan, Ezerski. **NAY:** None. ***Motion Passed.***

- D.** Consider approving the monthly Treasurer Report.

Schlecht presented the Balance Sheet, Profit and Loss Statement, Income and Expense Tracker, and LETA Projects Pending for September and October 2022. This report is available in the City Clerk's Office.

Motion by Symuleski, **Second** by Ezerski, to approve the Treasurer Report for September 2022 and October 2022 as presented. **AYE:** McConnell, Jackson-Seeley, Symuleski, Ezerski, Wiseman-Vaughan, Hankins. **NAY:** None. ***Motion Passed.***

- E.** Receive a report from the Cultural Preservation Committee regarding monthly updates.

Poudrier stated the Cultural Preservation Committee has been looking at the rec centers and City Hall to display some of the City's Art Collection. They have also been looking into the cost to store the remaining artwork.

Poudrier stated the Certified Local Government process has been passed over to the Planning Director and he will check on that.

Poudrier stated there is a contract for the repair of the arch at Highland Cemetery, and James clarified that there was a hold up with their bond, but it has now been received and they are ready to go.

- F.** Receive a report from Children United regarding the accessibility playground in Elmer Thomas Park and make recommendations to City Council as appropriate.

Klein provided a copy of the site plan for the playground to the trustees. This site plan is available in the City Clerk's Office. Klein stated this site plan was unanimously approved by the City Planning Commission and would go before City Council on December 6th, where she also anticipates approval. Once that is complete, they will be able to apply for a permit.

Klein stated there is a walk planned for November 12th and a Poker Run in conjunction with Diamondback Harley Davidson in April.

Klein reviewed additional fundraising that has been completed and some upcoming opportunities she has been made aware of.

- G.** Receive a report from Parks and Recreation regarding departmental projects and monthly updates.

James stated all mowing contracts have been cancelled for the season. The Parks Maintenance Department is spot mowing as needed.

James reviewed attendance for the Parks Master Plan public meetings and Lakes Master Plan meeting. She stated the attendance for the parks meetings was spotty, but the lakes meeting had a great turn out with a lot of input.

James stated the Christmas light displays are up at Elmer Thomas Park, but they are still working on getting them operational.

James spoke about the Adopt a Park Program and stated it should be ready by Spring.

James provided handouts for the Library Plaza and the Veteran Resource Center. These handouts are available in the City Clerk's Office. She would like for the library plaza to be part of the Shepler Park improvements. For the Veteran Resource Center, she suggested having a tree flank each side of the entrance, fixing the sidewalk, and concreting the pavers. This would be done for the safety of disabled vets visiting the center. James stated the streets department may be able to help with some of the needed repairs.

- H.** Receive a report from the Communications and Marketing Department regarding LETA's social media accounts and publicity projects and provide direction to staff on said projects.

Gatlin reported on Holiday Yard of the month updates and the Shepler Park fundraising campaign. She asked that the trustees help spread the word on Shepler Park by sharing the LETA Facebook post.

- I.** Receive Monthly Ward Update from Trustees.

No reports.

- J.** Receive a report from the Planning Department regarding ongoing LETA projects.

No reports.

4. Business

- A. Consider approving the minutes of the September 14, 2022 meeting.

Motion by Symuleski, **Second** by McConnell, to approve the minutes of the September 14, 2022 meeting. **AYE:** Jackson-Seeley, Symuleski, Ezerski, Hankins, Wiseman-Vaughan, McConnell. **NAY:** None. ***Motion Passed.***

- B. Consider a request to accept funds on behalf of Brenda Ragland for the Gold Star Monument at Lake Elmer Thomas and authorize the Chairman to execute a Letter of Endorsement.

Ragland gave a presentation on the history of the MWR and the Gold Star Monument. She stated that the McMahon Foundation has asked her to find an entity to accept their funds to continue improvements on the site at Lake Elmer Thomas Park. Ragland explained that the monument has been funded, but the installation has not. The grant from McMahon would be used to fund the installation.

Motion by Wiseman-Vaughan, **Second** by Jackson-Seeley, to approve a request to accept funds on behalf of Brenda Ragland for the Gold Star Monument at Lake Elmer Thomas Park and authorize the Chairman to execute a Letter of Endorsement.

- C. Consider a request from Dr. Krista Ratliff, President of the Lawton- Fort Sill Chamber of Commerce, for a \$13,000 grant in order to rent a Ferris Wheel for two days for Holiday in the Park and take action as deemed necessary.

Dr. Ratliff gave a presentation on Holiday in the Park. She provided information on the 5-Year Strategic Plan and explained that part of the plan for this year is to rent a Ferris Wheel and carousel. The operational cost for the Ferris Wheel and carousel for two days is \$13,000.00.

Motion by Ezerski, **Second** by McConnell, to approve a grant in the amount of \$13,000.00 to Holiday in the Park in order to rent a Ferris Wheel and carousel for two days for the 2022 Holiday in the Park event. **AYE:** Symuleski, Ezerski, Hankins, McConnell, Jackson-Seeley **NAY:** None **ABSTAIN:** Wiseman-Vaughan. ***Motion Passed.***

- D. Discuss the planning of the Eye Candy Gala.

Jackson-Seeley stated that Sweeney emailed saying the caterer and florist have both confirmed for the selected date in April.

Gatlin stated the committee has recommended an event at the Farmer's Market on Friday, April 21st. Attire will be business casual. The caterer will be Alexis Rhodes and the florist is Gilbert Creek Gardens.

Jackson-Seeley stated the caterer is \$100.00 less if they do not serve. She has spoken with the MacArthur key club and they have volunteered to serve.

SKIP TO:

- F. Consider approving a Limited Services Agreement between LETA and City of Lawton for FY 22-23.

Schlecht presented a Limited Services Agreement for FY 22-23. This agreement is available in the City Clerk's Office.

Motion by Jackson-Seeley, **Second** by Ezerski, to approve a Limited Services Agreement between LETA and the City of Lawton for FY 22-23 as presented.

- G. Consider approving a modified budget for FY 22-23

Schlecht presented a modified budget for FY 22-23. This budget is available in the City Clerk's Office.

Motion by Symuleski, **Second** by McConnell, to approve the modified budget for FY 22-23 as presented. **AYE:** Wiseman-Vaughan, Ezerski, Hankins, McConnell, Jackson-Seeley, Symuleski. **NAY:** None. ***Motion Passed.***

SKIP TO:

- E. Discuss the position of Executive Director to the Lawton Enhancement Trust Authority and consider removing Dewayne Burk, Deputy City Manager, as acting Executive Director in order to appoint Charlotte Brown, Interim Planning Director, to be the Executive Director of LETA.

Burk explained his large workload since the departure of Deputy City Manager Rogalski and stated that Charlotte Brown would better serve as the Executive Director to LETA.

Motion by Ezerski, **Second** by Jackson-Seeley, to approve the removal of Deputy City Manager Dewayne Burk from the position of interim Executive Director for LETA and appoint Charlotte Brown, Interim Planning Director, to the LETA Executive Director position. **AYE:** Ezerski, Hankins, McConnell, Jackson-Seeley, Symuleski, Wiseman-Vaughan. **NAY:** None. ***Motion Passed.***

SKIP TO:

- H. Review quotes from Bricks R Us, Gift Bricks, and Polar Engraving, and consider approving a brick vendor for the Veteran Center Sidewalk Project.

Motion by Ezerski, **Second** by McConnell, to table until LETA's next meeting. **AYE:** Ezerski, Hankins, McConnell, Jackson-Seeley, Symuleski, Wiseman-Vaughan. **NAY:** None. ***Motion Passed***

- I. Receive a request from the Parks and Rec Department in the amount of \$45,000.00 for the beautification of three recreational centers and take action if necessary.

James presented quotes from Bedrock Nursery for the installation of irrigation and landscaping at the Patterson Center, HC King Center, and Owens Multipurpose Center that were requested by LETA. The total for all work is \$124,227.88. James stated the original \$45,000.00 was her estimate to do something at each facility with in-house irrigation installations.

Blazek-Scherler clarified that the board asked James to obtain quotes from Bedrock Nursery in order to seek a matching grant for the McMahon Foundation.

Ezerski stated the motion we could make today would be contingent upon receiving a matching grant from McMahon.

Schlecht stated even with this being approved contingent upon the matching grant, she will still have to book a certain percentage and that will take all of LETA's money.

Wiseman-Vaughan questioned if LETA pays the full \$124,227.88 and then asks McMahon for an addition \$124,000.00.

James stated the \$124,000.00 is the total price for the complete project.

After discussion, the trustees agreed that they needed more information on the McMahon Grant before making a decision.

Motion by Ezerski, Second by Symuleski, to table until LETA's next meeting. **AYE:** Hankins, McConnell, Jackson-Seeley, Symuleski, Wiseman-Vaughan, Ezerski. **NAY:** None. ***Motion Passed.***

SKIP TO:

- O. Consider approving an invoice from Bedrock Nursery in the amount of \$1,835.61 for pot replacements on 2nd Street.

Motion by Wiseman-Vaughan, Second by Jackson-Seeley, to approve an invoice from Bedrock Nursery in the amount of \$1,835.61 for pot replacements on 2nd Street.

SKIP TO:

- J. Consider approving an additional expenditure from the Beautification Fund in the amount of \$993.00 for two temporary signs to be placed in Shepler Park in order to assist with fundraising efforts for the redesign of Shepler Park.

Motion by Ezerski, Second by Symuleski, to table item until LETA's next meeting. **AYE:** Symuleski, Ezerski, Hankins, McConnell, Jackson-Seeley, Wiseman-Vaughan, Sweeney. **NAY:** None. ***Motion Passed.***

- K. Discuss the purchase of gift cards for the Holiday Yard of the Month winners for Halloween, Thanksgiving, and Christmas, and consider approving the expenditure of \$300.00 from the Yard of the Month Fund to purchase three \$100.00 gift cards from a business of the trustees' choice to be given to the winner for each holiday.

Motion by Ezerski, **Second** by Symuleski, to table item until LETA's next meeting. **AYE:** Symuleski, Ezerski, Hankins, McConnell, Jackson-Seeley, Wiseman-Vaughan, Sweeney. **NAY:** None. ***Motion Passed.***

SKIP TO:

- L. Accept nominations and select Yard of the Month for October.

The trustees discussed the nominations and selected 7203 NW Willow Creek Drive in Ward 6 as the October Yard of the Month winner.

- M. Accept nominations and select Yard of the Month for Halloween.

The trustees discussed the nominations and selected 909 NW Hilltop Drive in Ward 2 as the Halloween Holiday Yard of the Month winner.

Adjournment

Due to the loss of a quorum, the meeting adjourned at 5:00 PM.

**SPECIAL MEETING OF THE
LAWTON ENHANCEMENT TRUST AUTHORITY
CITY HALL- 3rd FLOOR CONFERENCE ROOM
THURSDAY NOVEMBER 17, 2022– 3:00 P.M.**

Vice-Chairperson Hankins called the meeting to order at 3:00 p.m. in the 3rd Floor Conference Room of City Hall. Notice of meeting and agenda were posted on the City Hall Notice Board as required by law.

ROLL CALL

PRESENT: Mary Ann Hankins, Lou McConnell, Kerry Sweeney, Ted Symuleski

ABSENT: Barry Ezerski, Katy Jackson-Seeley, Addie Smith, Dwight Tanner, Annette Wiseman-Vaughan, Jay Burk

OTHERS PRESENT: Charlotte Brown, LETA Executive Director and Planning Director; Michael Cleghorn, City Manager; Greg Gibson, City Attorney's Office; Christine James, Parks & Recreation Director, Mitch Dooley, Deputy Parks & Recreation Director; Dewayne Burk, Deputy City Manager; Susan Schlecht, Financial Services; Richard Rogalski, City of Anadarko.

The trustees waited 15 minutes for additional trustees to arrive. No additional members arrived, and do to lack of quorum, the meeting adjourned at 3:17 PM.

**MEETING OF THE
LAWTON ENHANCEMENT TRUST AUTHORITY
CITY HALL- 3rd FLOOR CONFERENCE ROOM
WEDNESDAY DECEMBER 7, 2022– 3:00 P.M.**

Executive Director Charlotte Brown called the meeting to order at 3:00 p.m. in the 3rd Floor Conference Room of City Hall. Notice of meeting and agenda were posted on the City Hall Notice Board as required by law.

ROLL CALL

PRESENT: Kerry Sweeney, Ted Symuleski, Dwight Tanner, Barry Ezerski, Lou McConnell, Katy Jackson-Seeley, Jay Burk

ABSENT: Mary Ann Hankins, Annette Wiseman-Vaughan, Addie Smith

OTHERS PRESENT: Charlotte Brown, LETA Executive Director and Planning Director; Susan Schlecht, Financial Services; Caitlin Gatlin, Communication and Marketing Manager; DaLynna Wood, Communications and Marketing; Christine James, Parks & Rec Director; Megan Loftis, City Attorney's Office

Business

1. Consider approving a proposed Annual Meeting Notice for Calendar Year 2023.

LETA's Annual Meeting Notice for Calendar Year 2023 is available in the City Clerk's Office.

Motion by Ezerski, **Second** by Symuleski, to approve the Annual Meeting Notice for Calendar Year 2023. **AYE:** Symuleski, Tanner, Burk, Ezerski, McConnell, Jackson-Seeley, Sweeney. **NAY:** None. **Motion Passed.**

2. Review quotes from Bricks R Us, Gift Bricks, and Polar Engraving and consider selecting a brick vendor for the Veteran Center Sidewalk Project.

Chairman Burk reviewed the pricing for each of the three possible vendors. He noted that Bricks R Us only provides logos on 8x8 bricks, and Polar Engraving has a 3-6 week lead time.

Blazek-Scherler noted that sample bricks from Polar Engraving and Bricks R Us were available for the trustees to view.

Motion by Tanner, **Second** by Sweeney, to select Polar Engraving as the brick vendor for the Veteran Center Sidewalk Project. **AYE:** Tanner, Burk, Ezerski, McConnell, Jackson-Seeley, Sweeney, Symuleski. **NAY:** None. **Motion Passed.**

3. Receive a request from the Parks and Rec Department in the amount of \$124,227.88 for the beautification of three recreational centers and take action if necessary.

James presented quotes from Bedrock Nursery for the installation of irrigation and landscaping for the HC King Center, Patterson Center, and the Owens Multipurpose Center. Quotes are available in the City Clerk's Office.

Chairman Burk stated he wished there were drawings available on the design. He spoke about the low maintenance design of the Farmer's Market and how that design saves the City money.

James stated the current Bedrock contract expires in January, and the City will allow that expiration in order to add some of the beds that are not currently under contract. She is reviewing to see what can be done in house. This will also allow her to add the beds at the recreational centers to that contract before it is rebid.

Chairman Burk stated he questions whether or not the City has the equipment and manpower to maintain the landscaping how it should be.

James stated most of the areas won't change. She will remove Elmer Thomas Park from the contract because she now has a dedicated crew out there and a supervisor with a background in irrigation. She will also make modifications to the median beds so multiple contractors aren't visiting the same areas.

Chairman Burk stated that sounds great as long as a close eye is kept on it. He doesn't want to see dead grass and weeds. He advised James to keep in mind that Bedrock also does the planting and color changes.

James stated that will stay in the contractor and the standards will stay the same or be higher. She is adding some of the standards from City Code into the contract as well. For example, instead of scheduling a certain number of mows per season, the contractor will be expected to keep the grass at the height required by Code.

Chairman Burk stated LETA does not have enough money to cover the full \$124,000.00.

James stated a grant from the McMahon Foundation was previously discussed.

Chairman Burk stated maybe we can do a match with them. We need to write them a request for maybe half, but we need to ask early on. We can commit to our half now and ask them to do the other half in early Spring since that would be the next available time to plant.

Chairman Burk asked James to get some renderings of the design to give to McMahon and to get LETA pricing for the projects.

Sweeney asked if Bedrock should be directed to give renderings of something low maintenance, like the Farmer's Market.

James stated there are currently beds at HC King and Patterson Center. For those two, they wouldn't need any new perimeters created, just a fill in of what already exists.

Owens, which houses two different City divisions, has very little right now and would be the most dramatic change. All three Centers are open 5 days a week and get a little more traffic than the Farmer's Market.

Chairman Burk stated he thinks this should be tabled until January so Bedrock has time to do renderings of something similar to the design at the Farmer's Market.

Motion by Sweeney, **Second** by Ezerski, to table item until the January meeting. **AYE:** Burk, Ezerski, McConnell, Jackson-Seeley, Sweeney, Symuleski, Tanner. **NAY:** None. ***Motion Passed.***

4. Consider approving an additional expenditure from the Beautification Fund in the amount of \$933.00 for two temporary signs to be placed in Shepler Park in order to assist with fundraising efforts for the redesign of Shepler Park.

Burk stated the renderings look great. The idea is to have a scannable QR code to go to the donation site. There would be one sign facing Gore Blvd and one sign facing the Farmer's Market.

Motion by Tanner, **Second** by Jackson-Seeley, to approve an additional expenditure of \$933.00 from the Beautification Fund for two fundraising signs in Shepler Park. **AYE:** Ezerski, McConnell, Jackson-Seeley, Sweeney, Symuleski, Tanner, Burk. **AYE:** None. ***Motion Passed.***

5. Discuss the purchase of gift cards for the Holiday Yard of the Month winners for Halloween, Thanksgiving, and Christmas, and consider approving the expenditure of \$300.00 from the Yard of the Month fund to purchase three \$100.00 gift cards from a business of the trustees' choice to be given to the winner for each holiday.

Blazek-Scherler stated that the Halloween Yard of the Month was already given a gift card from Bedrock Nursery, so the new amount requested would be \$200.00 for two gift cards.

Chairman Burk stated he would really like to see a push for the community to vote on Yard of the Month.

Gatlin asked if Chairman Burk wants this done just for holiday yards or if he wants a community poll done all year long.

Chairman Burk stated all year, so the people stay involved. He would love to see the community have 100 percent of the vote, but until Yard of the Month picks up more traction, it is probably best to give the community 2/3 of the vote and LETA to have the other 1/3.

Motion by Tanner, to approve an expenditure of \$200.00 from the Yard of the Month Fund to purchase gift cards for the Thanksgiving and Christmas Yard of the Month winner.

Blazek-Scherler and Gatlin discussed the lack of submissions for a Thanksgiving Yard of the Month. The trustees agreed to do two Yard of the Month winners for Christmas and adjust the Holiday Yard of the Month for next year to Fall and Christmas.

Chairman Burk asked where the cards should be purchased from.

Sweeney stated it should be a local business. The trustees agreed on Ace Hardware.

Amended Motion by Tanner, **Second** by Jackson-Seeley, to approve the expenditure of \$200.00 from the Yard of the Month Fund to purchase two \$100.00 gift cards from Ace Hardware for the Christmas Yard of the Month winners. **AYE:** McConnell, Jackson-Seeley, Sweeney, Symuleski, Tanner, Burk, Ezerski. **NAY:** None. ***Motion Passed.***

6. Consider approving a request from the Communications & Marketing Department for up to \$450.00 to purchase 3 bicycles for the winners of the coloring contest for the Bag and Tie Campaign.

Gatlin explained the Bag and Tie Campaign and the coloring contest that will take place to help get kids involved. Gatlin stated the initiators of the campaign, Councilwoman Chapman, Councilwoman Hankins, and Mayor Booker, will judge submissions from 1st, 2nd, and 3rd graders from Lawton. The winner from each grade division will receive a bicycle.

Chairman Burk stated in the future, Gatlin should consider going directly to Walmart for the bike donation. They do charitable donations every year and LETA has taken advantage of that program before.

Gatlin stated she is excited to list LETA as a sponsor and would like for a LETA member to go bicycle shopping with her and the winners when the campaign is over.

Motion by Symuleski, **Second** by Tanner, to approve a request from the Communications & Marketing Department for up to \$450.00 to purchase 3 bicycles for the winners of the coloring contest for the Bag and Tie Campaign. **AYE:** Sweeney, Symuleski, Tanner, Burk, Ezerski, McConnell, Jackson-Seeley.

Chairman Burk addressed the lack of quorum that LETA is struggling with and the length of the meetings. He stated he will be sending out a nice letter to all members regarding attendance and will limit the number of agenda items to 10 in the future. He also wants to refocus on what LETA's mission is and how they handle business.

Adjournment

There being no further business, the meeting adjourned at 3:44PM.

**MEETING OF THE
LAWTON ENHANCEMENT TRUST AUTHORITY
CITY HALL- 3rd FLOOR CONFERENCE ROOM
WEDNESDAY DECEMBER 14, 2022– 3:00 P.M.**

Chairman Burk called the meeting to order at 3:00 p.m. in the 3rd Floor Conference Room of City Hall. Notice of meeting and agenda were posted on the City Hall Notice Board as required by law.

ROLL CALL

PRESENT: Barry Ezerski, Lou McConnell, Katy Jackson-Seeley (Left at 4:18PM), Addie Smith (Arrived at 3:02PM; Left at 3:45PM); Kerry Sweeney, Ted Symuleski, Dwight Tanner (Left at 4:00PM), Jay Burk

ABSENT: Mary Ann Hankins, Annette Wiseman-Vaughan

OTHERS PRESENT: Charlotte Brown, LETA Executive Director and Planning Director; Dennis Totte, Bedrock Nursery; Jason Poudrier, Arts and Humanities; Dewayne Burk, Deputy City Manager; Michael Cleghorn, City Manager; Greg Gibson, Deputy City Attorney; Susan Schlecht, Financial Services; Caitlin Gatlin, Communication and Marketing Manager; Donalynn Blazek-Scherler, Deputy City Clerk

INTRODUCTION OF GUESTS

No guests present.

REPORTS

SKIP TO BUSINESS ITEMS:

11. Consider approving an invoice from Bedrock Nursery in the amount of \$1,835.61 for the replacement of pots on 2nd Street.

Totte stated this was work done during the color change. There were some plantings that were dead and needed to be cleaned out and replaced.

Motion by Ezerski, **Second** by Jackson-Seeley, to approve an invoice from Bedrock Nursery in the amount of \$1,835.61 for the replacement of pot on 2nd Street. **AYE:** McConnell, Jackson-Seeley, Sweeney, Symuleski, Tanner, Burk, Ezerski. **NAY:** None. ***Motion Passed.***

12. Consider approving the expenditure of \$1,659.00 to Bedrock Nursery for the purchase and installation of solar timers at 11th and Bishop.

Totte stated he noticed some of the solar timers missing while he was doing routine irrigation maintenance. He believes they may have been vandalized since they can't be sold for reuse.

Motion by Symuleski, Second by Ezerski, to approve the expenditure of \$1,659.00 to Bedrock Nursery for the purchase and installation of solar timers at 11th and Bishop. **AYE:** McConnell, Jackson-Seeley, Smith, Sweeney, Symuleski, Tanner, Burk, Ezerski. **NAY:** None. **Motion Passed.**

BACK TO REPORTS:

1. Receive a report from Dennis Totte with Bedrock Nursery regarding current landscaping and irrigation projects and provide direction to Mr. Totte on current projects.

Chairman Burk requested that Totte provide a rendering for the 3 recreation centers. He specifically asked for something similar to the Farmer's Market with hardy plants, minimal watering requirements, and some boulders.

Chairman Burk also asked Totte to look into irrigating the beds and medians on both sides of 2nd Street and Gore.

2. Receive a report from Neighborhood Services regarding monthly updates on departmental activities.

Brown stated the new Neighborhood Services Supervisor is John Jernigan, and he will attend the next LETA meeting.

Brown stated Neighborhood Services sent of over 1,500 notices over the past month, declared 7 properties dilapidated through Council, and between 75 and 100 properties that are waiting on legal research to be sent to bid for demolition. There are currently 8 or 9 properties ready for declaration at the January Council meeting.

Chairman Burk stated Council approved the use of emergency funds to remove the old nursing home.

SKIP TO:

5. Receive a report from Children United regarding the accessibility playground in Elmer Thomas Park.

Ezerski stated they have received \$4,615.00 from the Lawton Board of Realtors for the charity golf tournament. He also reported that Max Sasseen is working on getting the required permits to get the dirt work started.

SKIP TO:

7. Receive a report from the Communications and Marketing Department regarding LETA's social media accounts and publicity projects and provide direction to staff on said projects.

Gatlin stated that the Shepler Park Redesign has not gotten much traction, and that is something she wants to work on from a PR angle.

Blazek-Scherler stated there is a Shepler Park Fundraising Committee that can get together to talk about ideas.

Chairman Burk stated Gatlin should be included in that meeting. He also wants to submit an application to the McMahon Foundation for a matching grant.

Gatlin stated she is still looking into the voting portal for Yard of the Month. She has not found a workable solution yet, but it is on her to do list. She has not received any nominations for the Christmas Yard of the Month yet.

Chairman Burk asked that Gatlin reach out to Kim McConnell to see if she could do an article on Yard of the Month.

Jackson-Seeley asked if Gatlin could just post all the nominations on Facebook and the votes could be taken by “likes” on each picture.

Chairman Burk asked Gatlin to reach out to Eric Sharum to find out how Oklahoma Sports Network does their voting system.

Chairman Burk stated Gatlin did a wonderful presentation to Council about the Bag and Tie Campaign. She was able to get \$30,000.00 to get that program together.

BACK TO:

4. Consider approving the monthly Treasurer Report.

Schlecht presented the Balance Sheet, Profit and Loss, Income and Expense Tracker, and LETA Projects Pending for November 2022. This report is available in the City Clerk’s Office.

Chairman Burk asked if the \$13,000.00 check had been sent to Holiday in the Park yet. They need funding to fix displays that have been destroyed by the prairie dogs.

Schlecht stated that check has been written and mailed.

Chairman Burk asked for clarification on the funds in the Children United account. He stated it was reported to Council that Children United has \$400,000 or \$500,000 in the bank.

Ezerski stated that is not what is in the bank; that is how much money has been raised. That includes the \$144,000.00 that is tied up in the mainframe and the grant from McMahon that funds have not been released yet.

Chairman Burk asked about the additional funding still left in the Eagle Scout Project Fund.

Schlecht stated there is still one outstanding invoice to be paid. There will be approximately \$8,000.00 left in that account, and Ms. Aguilar has asked if that money can be used for the unveiling ceremony.

James stated this ceremony has already taken place.

Chairman Burk stated LETA is not in the business of hosting events and that funds must be used on a beautification project. He would like to see if there is another project around the monument that needs to be done that the McMahon Foundation would be agreeable to using the additional funding for. The board discussed the possibility of adding sod or making repairs to a nearby bridge. Schlecht requested to receive any approval for additional projects from the McMahon Foundation in writing.

Symuleski stated he noticed some rust on the anchor and asked who will be responsible for maintaining the monument now that it is up.

James stated the project is not complete. They will return in the Spring to prime and seal some places on the chain that were welded and to clean a few other things.

Chairman Burk stated we no longer need line items for Downtown Lights, Downtown Park, and Fresh Paint Days. The Downtown Lights project has been scratched, the City is trying to sell the park for the Downtown Park fund, and LETA will no longer be doing Fresh Paint Days. We will need an agenda item to transfer those funds somewhere else.

Schlecht stated those are all restricted funds so the donors will have to provide permission to move the funds.

Chairman Burk asked that Schlecht provide a list of the donors for those three accounts. He stated Janice Bell would be okay to move her donation for the Downtown Park to Shepler Park, but she needs something in writing.

Schlecht stated the Fresh Paint Day funds are federal funds from CDBG.

James stated that is no longer in the budget, and it is not in the current Annual Action Plan. There may have been old funds there, but they have probably been reallocated by now.

Chairman Burk, James, and Schlecht discussed how the federal funds were originally allocated to LETA. James stated there is never any HUD money just sitting in an account somewhere. Schlecht stated she will look into that.

Chairman Burk expressed concerns about how long the lighting project is taking to get started. He stated McMahon granted that money in April 2021.

James stated she believes it was bid as part of phase one of the renovations, so it would be done with the parking lot and HVAC.

Chairman Burk stated with changes being discussed on the Shepler Park design, he expects more expenses from Kimley-Horne.

Motion by Tanner, Second by McConnell, to approve the Treasurer Report for the month of November 2022 as presented. **AYE:** Jackson-Seeley, Sweeney, Symuleski, Tanner, Burk, Ezerski, McConnell. **NAY:** None. **Motion Passed.**

3. Consider approving submitted materials for payment.

Schlecht stated she does not have any invoices prepared at this time.

Motion by Symuleski, Second by Jackson-Seeley, to strike item 3 from the agenda. **AYE:** Sweeney, Symuleski, Tanner, Burk, Ezerski, McConnell, Jackson-Seeley. **NAY:** None. **Motion Passed.**

6. Receive a report from Parks and Recreation regarding departmental projects and monthly updates.

James stated she has spoken to Totte about getting some concept designs done for the 3 rec centers, and the planters in front of the Veteran Resource Center should be done anytime now. She also provided an update on the prairie dogs and stated she has stayed busy with Holiday in the Park.

8. Receive monthly ward updates from Trustees.

Chairman Burk asked that the trustees turn in issues with bulk trash and limbs being left out to the City.

9. Receive a report from the Planning Department regarding ongoing LETA projects.

Brown stated there are no projects.

BUSINESS ITEMS:

SKIP TO:

13. Receive updates on the planning of the Eye Candy Gala, discuss, and take action as necessary.

Sweeney stated the event has been scheduled for April 24th at the Farmer's Market, and it will be business casual. She has contacted a caterer but needs approval to be able to confirm.

Chairman Burk stated we will need to put the cost on the next agenda.

Ezerski stated the 24th is on a Monday.

Sweeney stated she will double check that, but the event is on a Friday. She believes it is the 21st but will confirm at the next meeting.

Sweeney stated she has also been in contact with Gilbert Creek Gardens to do floral arrangements. A down payment will be required to secure those services, and Sweeney confirmed Brown will be the contact for payments.

The trustees discussed award nominees and obtaining information from the gala that was cancelled in 2020. Sweeney stated she plans to co-chair the subcommittee with Poudrier and will call a meeting prior to the next LETA meeting.

10. Receive a presentation from the City Attorney's Office regarding the Oklahoma Open Meeting Act.

Gibson presented. At 4:18PM, a quorum was lost and the meeting adjourned.

DISCUSSION ITEMS

ADJOURNMENT

Do to lack of quorum, the meeting adjourned at 4:18PM.

Motion by Sweeney, **Second** by Symuleski, to adjourn the meeting of December 14, 2022.
AYE: Sweeney, Symuleski, Tanner, Burk, Ezerski, McConnell. **NAY:** None.



City of Lawton

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

Commentary

File #: 23-36

Agenda Date: 1/11/2023

Agenda No: 11.

ITEM TITLE:

Consider approving an estimate from Bedrock Nursery for renovations to 2 beds located at 2nd and Gore and authorize Bedrock to begin work.

INITIATOR: Jay Burk

STAFF INFORMATION SOURCE: Bedrock Nursery

BACKGROUND: Bedrock Nursery has drafted an estimate for renovations to the beds located at 2nd and Gore as requested by LETA at the December 14, 2022 meeting.

EXHIBIT: Bedrock Nursery Estimate 2419

KEY ISSUES: N/A

FUNDING SOURCE: 2nd Street Fund

RECOMMENDED ACTION: Approve Bedrock Estimate 2419 for renovations to 2 beds located at 2nd Street and Gore Blvd and authorize Bedrock to begin work.

Bedrock Nursery Inc.
 1802 NW 67th St.
 Lawton, OK 73505 US
 (580)248-6337
 www.bedrocknursery.com



Estimate

ESTIMATE # 2419
 DATE 01/05/2023

ADDRESS

City of Lawton (LETA)
 Attn: Susan Schlecht
 212 SW 9th St.
 Lawton, OK 73501

PLEASE DETACH TOP PORTION AND RETURN WITH YOUR PAYMENT.

ACTIVITY	QTY	RATE	AMOUNT
2nd & Gore Landscape Rehab (2 Large Island Beds Across From Nissan)			
Labor	1	450.00	450.00
Remove All Dead Shrubbery / Haul Off			
Labor	1	0.00	0.00
Trim All Existing Shrubbery (Included in Parks & Grounds Maint Contract - N/C)			
Dig Out:DO	1	4,500.00	4,500.00
Dig Out Area 12" w/ Mini Excavator to Prep For Flowerbed - Soil Change (Total Bermuda Grass Infestation)			
Haul Off:HO	4	200.00	800.00
Haul Off / Dispose of Dug Out Soil - Dump Truck			
Soil / Amendments / Mulch:Top Soil	3	300.00	900.00
Load Top Soil / Delivery			
Soil Labor:Top Soil Back-fill	3	250.00	750.00
Back-fill Top Soil Into New Bedding Area			
misc	40	39.99	1,599.60
3 gal Assorted Shrubbery			
Shrub Labor:3 gal SL	40	29.99	1,199.60
3 gal Shrub Installation			
Perennial:1 gal VL	100	14.99	1,499.00
1 gal Variegated Liriope Grass			
Shrub Labor:1 gal SL	100	9.99	999.00
1 gal Installation			
Soil / Amendments / Mulch:Mulch Grade A	1	0.00	0.00
Grade A Cedar Mulch (Included in Parks & Grounds Maint Contract - N/C)			
Soil / Amendments / Mulch:MI	1	0.00	0.00
Mulch Install - Labor (Included in Parks & Grounds Maint Contract - N/C)			

*ALL PAYMENTS MADE WITH A CREDIT CARD OR DEBIT CARD WILL BE SUBJECT TO A SERVICE FEE OF

TOTAL

\$12,697.20

We appreciate your business!

3.5% ADDED TO THE TOTAL DUE. ALL ESTIMATED
PRICING ABOVE REFLECTS CASH OR CHECK
PAYMENT.

Accepted By

Accepted Date



City of Lawton

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

Commentary

File #: 23-38

Agenda Date: 1/11/2023

Agenda No: 12.

ITEM TITLE:

Consider approving an estimate from Bedrock Nursery for an irrigation system in the median located between 1st Street and 2nd Street on Gore Blvd and authorize Bedrock to begin work.

INITIATOR: Jay Burk

STAFF INFORMATION SOURCE: Bedrock Nursery

BACKGROUND: Bedrock Nursery has drafted an estimate for the installation of an irrigation system in the median located between 1st and 2nd Street on Gore Blvd as requested by LETA at the December 14, 2022 meeting.

EXHIBIT: Bedrock Estimate 1943

KEY ISSUES: N/A

FUNDING SOURCE: 2nd Street Fund

RECOMMENDED ACTION: Approve an estimate from Bedrock Nursery for the installation of an irrigation system in the median located between 1st Street and 2nd Street on Gore Blvd and authorize Bedrock to begin work.

Bedrock Irrigation
 1802 NW 67th St
 Lawton, OK 73505
 jason@bedrocknursery.com
 www.bedrocknursery.com



Estimate

ADDRESS

City of Lawton -LETA
 212 SW 9th St
 Lawton, OK 73501

ESTIMATE # 1943

DATE 01/05/2023

ACTIVITY	QTY	RATE	AMOUNT
1st and Gore to 2nd and Gore			
heads:Rotor Rotor	80	20.00	1,600.00
valves:2 Peb 2 Peb	9	299.00	2,691.00
fittings:2 Fitting 2 Fitting	50	7.00	350.00
controllers:Outdoor controller Outdoor controller	1	299.00	299.00
controllers:3 station module 3 station module	3	75.00	225.00
fittings:1 fitting 1 fitting	10	3.00	30.00
wire:blue wire nut blue wire nut	20	2.00	40.00
wire:wire 18/13 wire 18/13	500	1.50	750.00
labor:labor Install Labor Install	1	12,000.00	12,000.00

Install new valves, Run new wire to all valves and controller, Replace controller, Fix leaks and replace heads with new rotors.

TOTAL **\$17,985.00**

Accepted By

Accepted Date

*ALL PAYMENTS MADE WITH A CREDIT CARD OR DEBIT CARD WILL BE SUBJECT TO A NON CASH ADJUSTMENT FEE OF 3.5% TO THE TOTAL. ABOVE PRICE REFLECTS CASH PAYMENT. THANK YOU!



City of Lawton

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

Commentary

File #: 23-39

Agenda Date: 1/11/2023

Agenda No: 13.

ITEM TITLE:

Consider approving an estimate from Bedrock Nursery for an irrigation system in the median located between 2nd Street and 3rd Street on Gore Blvd. and authorize Bedrock to begin work.

INITIATOR: Jay Burk

STAFF INFORMATION SOURCE: Bedrock Nursery

BACKGROUND: Bedrock Nursery has drafted an estimate for the installation of an irrigation system in the median located between 2nd and 3rd Street on Gore Blvd as requested by LETA at the December 14, 2022 meeting.

EXHIBIT: Bedrock Nursery Estimate 1944

KEY ISSUES: N/A

FUNDING SOURCE: 2nd Street Fund

RECOMMENDED ACTION: Approve an estimate from Bedrock Nursery for the installation of an irrigation system in the median between 2nd Street and 3rd Street on Gore Blvd and authorize Bedrock to begin work.

Bedrock Irrigation
1802 NW 67th St
Lawton, OK 73505
jason@bedrocknursery.com
www.bedrocknursery.com



Estimate

ADDRESS

City of Lawton -LETA
212 SW 9th St
Lawton, OK 73501

ESTIMATE # 1944

DATE 01/05/2023

ACTIVITY	QTY	RATE	AMOUNT
2nd and Gore to 3rd and Gore			
pvb:2 Doublecheck Replace broken pvb and pipe	1	899.00	899.00
heads:Rotor Rotor	40	20.00	800.00
heads:12 pop up 12 pop up	25	22.00	550.00
heads:nozzle nozzle	30	3.00	90.00
valves:2" peb valve 2" peb valve	8	299.00	2,392.00
fittings:2 Fitting 2 Fitting	40	7.00	280.00
fittings:1 fitting 1 fitting	15	3.00	45.00
heads:flex line flex line	100	0.50	50.00
wire:blue wire nut blue wire nut	16	2.00	32.00
labor:labor Install Labor Install	1	10,000.00	10,000.00

replace bad valves, bad heads, and nozzles.

TOTAL

\$15,138.00

Accepted By

Accepted Date

*ALL PAYMENTS MADE WITH A CREDIT CARD OR DEBIT CARD WILL BE SUBJECT TO A NON CASH ADJUSTMENT FEE OF 3.5% TO THE TOTAL. ABOVE PRICE REFLECTS CASH PAYMENT. THANK YOU!



City of Lawton

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

Commentary

File #: 23-41

Agenda Date: 1/11/2023

Agenda No: 14.

ITEM TITLE:

Consider approving an expense of up to \$400.00 to Clayton Fulton to assist and train on how to use the online voting system for LETA's social media account.

INITIATOR: Jay Burk

STAFF INFORMATION SOURCE: Chairman Jay Burk

BACKGROUND: LETA will begin using an online voting system allow citizens to vote on Yard of the Month, and Clayton Fulton would assist City staff in the use of the new online system.

EXHIBIT: N/A

KEY ISSUES: N/A

FUNDING SOURCE: TBD

RECOMMENDED ACTION: Approve an expense of up to \$400.00 to Clayton Fulton to assist and train on how to use the online voting system for LETA's social media account.

AGREEMENT FOR PROFESSIONAL SERVICES

This Agreement is made and entered into by and between the Lawton Enhancement Trust Authority, hereinafter referred to as "LETA" and Clayton Fulton, hereinafter referred to as "Mr. Fulton".

IT IS HEREBY MUTUALLY AGREED AS FOLLOWS:

1. Mr. Fulton agrees to provide training and assistance for the online voting for LETA .
2. All services performed by Mr. Fulton under this Agreement shall be performed under the supervision of the Communications & Marketing Manager, or his/her delegate. The rights and obligations of Mr. Fulton hereunder are not assignable and cannot be further delegated by Mr. Fulton, as Mr. Fulton has unique skills and abilities and specific performance is necessary. Any such purported assignment or delegation without the consent of the LETA Chairman shall be void and, at the option of LETA, this Agreement shall be terminated.
3. To the extent that Mr. Fulton performs all necessary services listed above, LETA shall compensate Mr. Fulton not to exceed a total of four hundred dollars (\$400.00) during the term of this Agreement.
4. Mr. Fulton agrees that in the performance of this Agreement he will comply with all applicable local, state and federal laws.
5. Mr. Fulton shall submit a claim for payment of services to the Communications & Marketing Manager, which payment will be made after approval of the claim by the appropriate authority. The claim shall include, at a minimum, the date and time services were rendered.
6. The Communications & Marketing Manager for the City of Lawton shall be the LETA representative for all matters pertaining to this Agreement.
7. It is understood and agreed, with respect to the services Mr. Fulton shall render pursuant to this agreement, that Mr. Fulton will perform such services exclusively as an independent contractor to and not as an agent or employee of the LETA.
8. No alteration or variation of the terms or conditions of this Agreement shall be valid unless made in writing and signed by the parties hereto.
9. This Agreement shall commence on January 11, 2023, and shall remain in full force and effect through June 30, 2023, at which time the Agreement shall terminate. Provided, however, this Agreement may be extended by mutual agreement of the parties.
10. This Agreement may be terminated at any time by either party giving written notice to

the other party.

11. Any dispute regarding this Agreement, or the services subject to this agreement, will be governed by Oklahoma law. Jurisdiction and Venue for any dispute regarding this agreement, or the services subject to this Agreement, is in a court of competent jurisdiction in Comanche County, Oklahoma.

12. Upon expiration or sooner termination of this Agreement, Mr. Fulton shall immediately deliver any/all documents and/or materials pertaining to said training and assistance for the online voting to the Communications & Marketing Manager, which shall become the property of the LETA.

LAWTON ENHANCEMENT TRUST AUTHORITY

By: _____

Date: _____

Name: _____

Title: _____

By: _____

Date: _____

Clayton Fulton



City of Lawton

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

Commentary

File #: 23-20

Agenda Date: 1/11/2023

Agenda No: 15.

ITEM TITLE:

Consider approving a Site Terms and Conditions of Use Agreement with Polar Engraving for the creation of a fundraising website.

INITIATOR: Donalynn Blazek-Scherler

STAFF INFORMATION SOURCE: City Clerk's Office

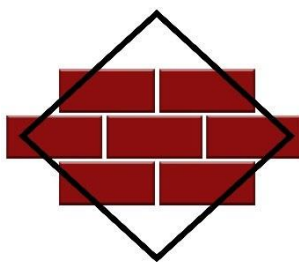
BACKGROUND: On December 7, 2022, LETA approved Polar Engraving as the brick vendor for the Veteran Center Sidewalk Project. As part of the services Polar Engraving offers, they will be building a fundraising website and brochure to assist in selling bricks. The attached agreement is Polar Engraving's Site terms and Conditions of Use for this service.

EXHIBIT: Site Terms and Conditions of Use Agreement between Polar Engraving and LETA

KEY ISSUES: N/A

FUNDING SOURCE: N/A

STAFF RECOMMENDED ACTION: Approve the Site Terms and Conditions of Use Agreement between Polar Engraving and LETA.



POLAR ENGRAVING BRICK AND TILE ENGRAVERS

Site Terms and Conditions of Use

INTRODUCTION

In this contract, Polar Engraving commits to help you raise funds to give you a personalized website and ordering system. Our 25+ years of marketing experience and the employees' time are ALL FOR FREE. You raise funds without any additional cost using our marketing platform and software. Please be aware that all brick and/or tile orders received on your donor website must be placed exclusively with Polar Engraving. Also, in the event you want to stop or cancel the website, **all orders on the website will be invoiced and must be paid in full.**

1. USER'S ACKNOWLEDGMENT AND ACCEPTANCE OF TERMS

Polar Engraving ("Us" or "We") provides the <https://polarengraving.com> site and various related services (collectively, the "site") to you, the user, subject to your compliance with all the terms, conditions, and notices contained or referenced herein (the "Terms of Use"), as well as any other written agreement between us and you. In addition, when using particular services or materials on this site, users shall be subject to any posted rules applicable to such services or materials that may contain terms and conditions in addition to those in these Terms of Use. All such guidelines or rules are hereby incorporated by reference into these Terms of Use.

BY USING THIS SITE, YOU AGREE TO BE BOUND BY THESE TERMS OF USE. IF YOU DO NOT WISH TO BE BOUND BY THE THESE TERMS OF USE, YOUR REMEDY FOR DISSATISFACTION WITH THIS SITE, OR ANY PRODUCTS, SERVICES, CONTENT, OR OTHER INFORMATION AVAILABLE ON OR THROUGH THIS SITE, IS TO STOP USING THE SITE AND/OR THOSE PARTICULAR PRODUCTS OR SERVICES. YOUR AGREEMENT WITH US REGARDING COMPLIANCE WITH THESE TERMS OF USE BECOMES EFFECTIVE IMMEDIATELY UPON COMMENCEMENT OF YOUR USE OF THIS SITE.

We expressly reserve the right to change these Terms of Use to comply with all applicable laws and technical requirements. You acknowledge and agree that it is your responsibility to review this site and these Terms of Use from time to time and to familiarize yourself with any modifications. Your continued use of this site after such modifications will constitute acknowledgement of the modified Terms of Use and agreement to abide and be bound by the modified Terms of Use.

2. REGISTRATION DATA AND PRIVACY

In order to access some of the services on this site, you will be required to use an account and password that can be obtained by completing our online registration form, which requests certain information and data ("Registration Data") and maintaining and updating your Registration Data as required. By

registering, you agree that all information provided in the Registration Data is true and accurate and that you will maintain and update this information as required in order to keep it current, complete, and accurate.

3. DESCRIPTION OF SERVICES

Polar Engraving offers Laser Engraved Bricks and Tiles for any occasion.

Polar Engraving includes, at no additional charge:

- Unlimited support of our marketing specialists available to our clients by phone, chat, and email Monday through Friday from 9 AM to 5 PM EST.
- Free personalized engraved sample.
- Creating of personalized donor website with access to our online ordering system.
- Access to personalized website on all platforms; PC, Mac, iPhone, Android, tablets, etc.
- Creating personalized paper order forms in PDF (brochure).
- Access to all our sales tools and blogs.
- Polar Engraving PowerPoint Presentation.
- Polar Engraving Fundraising Guide.
- Continuous monitoring and maintenance of personalized donor website.

We, at Polar Engraving, are committed to invest at our own risk in your success before your organization collects its first donation.

Therefore, all ongoing online orders placed are considered a sale which must be placed to Polar Engraving within 60 days from each exported excel file, independently of the status of your campaign.

Extensions for invoice payments are possible but must be submitted in writing to info@polarengraving.com. All extensions are at the sole discretion of Polar Engraving.

We reserve the right to either modify or discontinue the site, including any of the site's features, at any time for failure to comply with terms of this agreement.

4. CONDUCT ON SITE

Your use of the site is subject to all applicable laws and regulations, and you are solely responsible for the substance of your communications through the site. By posting information you agree that you will not upload, share, post, or otherwise distribute or facilitate distribution of any content -- including text, communications, images, data, or other information -- that:

- a. is unlawful, threatening, abusive, harassing, defamatory, libelous, deceptive, fraudulent, invasive of another's privacy, tortuous, contains explicit or graphic descriptions or accounts of sexual acts (including but not limited to sexual language of a violent or threatening nature directed at another individual or group of individuals), or violates the terms of this agreement or applicable law.
- b. victimizes, harasses, degrades, or intimidates an individual or group of individuals based on religion, gender, sexual orientation, race, ethnicity, age, or disability.

- c. infringes on any patent, trademark, trade secret, copyright, right of publicity, or other proprietary right of any party.
- d. constitutes unauthorized or unsolicited advertising, junk, or bulk email (also known as "spamming"), chain letters, any other form of unauthorized solicitation, or any form of lottery or gambling.
- e. contains software viruses or any other computer code, files, or programs that are designed or intended to disrupt, damage, or limit the functioning of any software, hardware, or telecommunications equipment or to damage or obtain unauthorized access to any data or other information of any third party; or
- f. impersonates any person or entity, including any of our employees or representatives.

In addition, you may not use your account to breach security of another account or attempt to gain unauthorized access to another network or server. Not all areas of the site may be available to you or other authorized users of the site. You shall not interfere with anyone else's use and enjoyment of the site or other similar services. Users who violate systems or network security may incur criminal or civil liability.

You agree that we may at any time terminate account or other affiliation with our site to you for violating any of the above provisions. In addition, you acknowledge that we will cooperate fully with investigations of violations of systems or network security at other sites, including cooperating with law enforcement authorities in investigating suspected criminal violations.

5. CONFIDENTIALITY

Neither party shall use, copy, adapt, alter or part with possession of any information of the other which is disclosed or otherwise comes into its possession in relation to or while fulfilling the obligations of this Agreement and which is of a confidential nature. Such confidential information includes but is not limited to: Donor information, terms of this Agreement, business records and plans, marketing strategies, financial reports, and other proprietary information. The obligations of this paragraph shall remain in effect until such time all Confidential Information is no longer confidential, as defined above, through no act, breach, or omission of us. Any violation of this provision shall be grounds for immediate termination of this Agreement and shall be subject to all indemnification obligations of us. We shall provide you with information regarding such security measures upon reasonable request and promptly provide you with information regarding any failure of such security measures or any security breach related to Donor information.

6. INTELLECTUAL PROPERTY INFORMATION

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By accepting these Terms of Use, you acknowledge and agree that all content presented to you on this site is protected by copyrights, trademarks, service marks, patents or other proprietary rights and laws, and is the sole property of Polar Engraving and/or its Affiliates. You are only permitted to use the content as expressly authorized by us or the specific content provider. You may not copy, reproduce, modify, republish, upload, post, transmit, or distribute any documents or information from this site in any form or

by any means without prior written permission from us or the specific content provider, and you are solely responsible for obtaining permission before reusing any copyrighted material that is available on this site.

YOU MAY NOT USE THIS SITE AND ITS FUNCTIONALITIES (LIKE THE EXCEL SPREADSHEET) TO PLACE ENGRAVED BRICK ORDERS WITH ANY OTHER PARTY THAN POLAR ENGRAVING.

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Designated Agent for Claimed Infringement:

Contact: **Polar Engraving**

Address: **6166 Taylor Rd. #105 Naples FL 34109**

Phone: **239-597-8005**

You acknowledge and agree that upon receipt of a notice of a claim of copyright infringement, we may immediately remove the identified materials from our site without liability to you or any other party and that the claims of the complaining party and the party that originally posted the materials will be referred to the United States Copyright Office for adjudication as provided in the Digital Millennium Copyright Act.

7. DISCLAIMER OF WARRANTIES

WE MAKE NO WARRANTY REGARDING ANY TRANSACTIONS EXECUTED THROUGH, OR IN CONNECTION WITH YOUR WEBSITE, AND YOU UNDERSTAND AND AGREE THAT SUCH TRANSACTIONS ARE CONDUCTED ENTIRELY AT YOUR OWN RISK. ANY WARRANTY THAT IS PROVIDED IN CONNECTION WITH ANY PRODUCTS, SERVICES, MATERIALS, OR INFORMATION AVAILABLE ON OR THROUGH THIS SITE FROM A THIRD PARTY (PAYPAL) IS PROVIDED SOLELY BY SUCH THIRD PARTY, AND NOT BY US OR ANY OTHER OF OUR AFFILIATES.

You understand and agree that temporary technical interruptions of the services available through this site may occur as normal events. You further understand and agree that we have no control over third party networks you may access in the course of the use of this site, and therefore, delays and disruption of other network transmissions are completely beyond our control.

You understand and agree that the services available on this site are provided and that we assume no responsibility for the timeliness, deletion, miss-delivery, or failure to store any user communications or personalization settings by your use.

8. LIMITATION OF LIABILITY

1. In no event shall we or our affiliates be liable to you or any third party for any special, punitive, incidental, indirect, or consequential damages of any kind, or any Damages whatsoever, including, without limitation, those resulting from loss of use,

Data or profits, whether or not we have been advised of the possibility of such damages, and on any theory of liability, arising out of or in connection with the use of this site or of any web site referenced or linked to from this site.

Further, we shall not be liable in any way for third party services offered through this site or for assistance in conducting commercial transactions through this site, including without limitation the processing of orders.

Some jurisdictions prohibit the exclusion or limitation of liability for consequential or incidental damages, so the above limitations may not apply to you.

2. Customer expressly agrees that use of your Polar Engraving website is at Customer's risk. Neither Polar Engraving, its employees, affiliates, agents, third party information providers warrant that Polar Engraving service will not be interrupted or error free; nor do they make any warranty as to the results that may be obtained from the use of the Server service or as to the accuracy, reliability or content of any information contained in or provided through the Polar Engraving service, unless otherwise expressly stated in this contract.
3. Polar Engraving, its offices, agents, or anyone else involved in creating, producing or distributing Polar Engraving Service are not liable for any direct, indirect, incidental, special or consequential damages that result from the use of or inability to use the Polar Engraving services, whether or not limited to acts of God, including service disruption, communication failure, theft, destruction or unauthorized access to Polar Engraving records, programs or services. Customer hereby acknowledges that this paragraph shall apply to all content of Polar Engraving services.

9. INDEMNIFICATION

Upon a request by us, you agree to defend, indemnify, and hold us and our Affiliates harmless from all liabilities, claims, and expenses, including attorney's fees that arise from your use or misuse of this site. We reserve the right, at our own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, in which event you will cooperate with us in asserting any available defenses.

10. SECURITY AND PASSWORD

You are solely responsible for maintaining the confidentiality of your password and account and for any statements made and acts or omissions that occur through the use of your password and account. Therefore, you must take steps to ensure that others do not gain access to your password and account. Our personnel will never ask you for your password. You may not transfer or share your account with anyone, and we reserve the right to terminate your account if you do transfer or share your account.

We will not inspect or disclose the contents of private Communications except with the consent of the sender or the recipient, or in the narrowly defined situations provided under the Electronic Communications Privacy Act, or as other required by law or by court or governmental order. Further information is available in our Privacy Policy.

11. INTERNATIONAL USE

Although this site may be accessible worldwide, we make no representation that materials on this site are appropriate or available for use in locations outside the United States and accessing them from territories where their contents are illegal is prohibited. Those who choose to access this site from other locations do so, on their own initiative and are responsible for compliance with local laws. Any offer for any product, service, and/or information made in connection with this site is void where prohibited.

12. TERMINATION OF USE

We may terminate or suspend your access to all or part of the site with or without notice and for any abuse, including, without limitation, breach of these Terms of Use. Any suspected fraudulent, abusive, or illegal activity may be grounds for terminating your relationship and may be referred to appropriate law enforcement authorities.

Upon termination or suspension, regardless of the reasons therefore, your right to use the services available on this site immediately ceases, and you acknowledge and agree that we may immediately deactivate or delete your account and all related information and files in your account and/or bar any further access to such files or this site. We shall not be liable to you or any third party for any claims or damages arising out of any termination or suspension, or any other actions taken by us in connection with such termination or suspension.

13. GOVERNING LAW

This site (excluding any linked sites) is controlled by us from our offices within the Florida, United States of America. It can be accessed from all 50 states, as well as from other countries around the world. As each of these places has laws that may differ from those of Florida, by accessing this site both of us agree that the statutes and laws of the State of Florida, without regard to the conflicts of laws principles thereof and the United Nations Convention on the International Sales of Goods, will apply to all matters relating to the use of this site and the purchase of products and services available through this site. Each of us agrees and hereby submits to the exclusive personal jurisdiction and venue in the 20th Judicial Circuit in and for Collier County, with respect to Federal matters, the Middle District Court of Florida.

14. NOTICES

All notices to a party shall be in writing and shall be made either via email or conventional mail. Notices to us must be sent to the attention of Customer Service at info@polarengraving.com, if by email, or at Polar Engraving 6166 Taylor Rd. #105 Naples FL 34109 if by conventional mail. Notices to you may be sent to the address supplied by you as part of your Registration Data.

15. ENTIRE AGREEMENT

These terms and conditions constitute the entire agreement and understanding between us concerning the subject matter of this agreement and supersede all prior agreements and understandings of the parties with respect to that subject matter. These Terms of Use may not be altered, supplemented, or amended unless agreed to in a written agreement signed by you and us. Any attempt to alter, supplement

or amend this document or to enter an order for products or services which are subject to additional or altered terms and conditions shall be null and void, otherwise. To the extent that anything in or associated with this site is in conflict or inconsistent with these Terms of Use, these Terms of Use shall take precedence.

16. MISCELLANEOUS

In any action to enforce these Terms of Use, the prevailing party will be entitled to costs and attorneys' fees. Any cause of action brought by you against us or our Affiliates must be instituted within one year after the cause of action arises or be deemed forever waived and barred.

You may not assign your rights and obligations under these Terms of Use to any party, and any purported attempt to do so will be null and void. We may freely assign our rights and obligations under these Terms of Use.

Each party warrants and represents that they are fully authorized to execute and legally bind their respective entities.

You agree not to sell, resell, reproduce, duplicate, copy, or use for any commercial purposes any portion of this site, or use of or access to this site.

Any failure by us to enforce or exercise any provision of these Terms of Use or related rights shall not constitute a waiver of that right or provision.

17. PAYMENT CONDITIONS AND PRODUCTION TIME

By acknowledging and accepting the Terms of Use, you agree that you will pay by check or with credit card before receiving your goods, and/or items. Once we receive your payment, our turnaround time is usually between 3-6 weeks, and we ship right after.

18. CONTACT INFORMATION

Except as explicitly noted on this site, the services available through this site are offered by Polar Engraving located at 6166 Taylor Rd. #105 Naples FL 34109. Our telephone number is 239-597-8005 if you notice that any user is violating these Terms of Use, please contact us at info@polarengraving.com.

Important Company Policies

Payment, Ordering and Production Time:

Your order must be submitted using our order forms and emailed to us.

We do not accept paper order forms or faxes. The order forms are available online at <http://polarengraving.com/order-forms/> or we can email you the form.

We do not start engraving your order until we receive **full payment of your invoice**.

You can mail us a check or pay by Visa or MasterCard over the phone.

If you want to pay with a Visa, MasterCard or American Express we charge a 2.5% processing fee (min. \$5).

To mail us a check use the address below.

Polar Engraving

6166 Taylor Road Unit 105

Naples, FL 34109

Our regular production time is 3-6 weeks for the engraving, and we ship right after. If you need your order sooner, we can accommodate you with a rush order. We accept rush orders on a case-by-case basis depending on current production load, please call us if you think your order may require rush order service.

The rush order guarantees we start working on your order the next business day after we receive payment. Your order will ship as soon as it is ready. This **does not** include rush shipping.

The rush order fee is \$50 for orders under \$500 or 10% of your invoice if it is above \$500.

Donor Website and Brochure Order Form:

Once we have all the required information we need, we will set up your donor website.

The donor website can take up to 7-14 business days to be completed.

When your donor website is complete, you will receive an email with your URL for review and approval.

After you review your website, we will allow for one more round of revisions submitted as **one email** within the first 30 days. If you require further revisions, we will charge you a \$100 administrative fee. Depending on additional changes, it may result in extra fees.

Once you approve your donor website, we can create your brochure order form.

We will use the same information as your donor website.

The turnaround time for the brochure can take up to 7-10 business days.

Once it is completed, we will email you the brochure as a Word and PDF file.

Should you need to make any changes, you can always modify the Word document.

We **do not** print your brochure order form; we only provide the electronic file. Your organization would be responsible for printing.

☐

By checking off this box, your organization confirms that you have read and accepted Polar Engraving's important company policies.

PLEASE NOTE: IT'S NOT POSSIBLE TO START WORKING ON YOUR DONOR WEBSITE UNTIL WE RECEIVE ALL REQUIRED INFORMATION, IF YOU HAVE QUESTIONS, PLEASE CONTACT US AT 239-597-8005

Donor Website Order Form

Organization Name:	
Contact Person's Name:	
Organization Website:	
Telephone Number:	
Email Address:	
Shipping Information:	
Address:	
City:	
State:	
Zip Code:	

Would you like us to design your brochure?	YES ☐	NO ☐
Online Payment Method STRIPE		
Stripe (You will receive an encrypted email to submit your Stripe information):	YES ☐	NO ☐
Check Payable To:		
Mailing Address:		
Mailing Address:		
City:		
State:		
Zip:		
Which font do you want? (See below for choices):		
Do you want your font As Typed or UPPERCASE?		

Please provide us with the following information for your website.

- A written description of your project or fundraiser.
- 2 or 3 images you would like on your site
- (Optional) banner image; size should be 960px x 200px
- Please email all your information and any additional clip art or logos for your site to MySite@polarengraving.com

Choose your font style (can also be a different one)

Abadi Condensed	Arial	Baskerville	Blue Highway
Book Antiqua	Calibri	Cambria	Century Gothic
CHELTENHEIM UPPER	Classico URW	Dinot	Franklin Gothic
Goudy Old Style	Helvetica	Impact	NEUTRAFACE UPPER
Quicktype Condensed	Rockwell	TRAJAN PRO	WASABI

Concrete Bricks:

You can pick up to two colors per size or a random selection of all 4 colors.

Sizes available: 4" x 8", 8" x 8" & 12" x 12"

Colors available: #10 Red, #5 Brown (Tan), #7 Gray, #9 Beige

Size:		Size:	
Color:		Color:	
Price without Logo:		Price without Logo:	
Price with Logo:		Price with Logo:	

Size:		Size:	
Color:		Color:	
Price without Logo:		Price without Logo:	
Price with Logo:		Price with Logo:	

Size:		Size:	
Color:		Color:	
Price without Logo:		Price without Logo:	
Price with Logo:		Price with Logo:	

Clay Bricks:

Sizes Available: 4" x 8" & 8" x 8"

Colors Available: #30 Clear Red Rustic Clay (Whitacre Greer); #12 Belden Clay

Size:		Size:	
Color:		Color:	
Price without Logo:		Price without Logo:	
Price with Logo:		Price with Logo:	

Black Sugar Ceramic Tiles:

Sizes Available: 4" x 8" and 8" x 8"

Size:		Size:	
Color:		Color:	
Price without Logo:		Price without Logo:	
Price with Logo:		Price with Logo:	

Black Granite Tiles:

Sizes Available: 12" x 12" ONLY

Size:		Size:	
Color:		Color:	
Price without Logo:		Price without Logo:	
Price with Logo:		Price with Logo:	

Quarry Tiles:

Sizes Available: 4" x 8", 8" x 8" & (12" x 12" only available in Red)

Colors Available: Beige, Gray & Red

Size:		Size:	
Color:		Color:	
Price without Logo:		Price without Logo:	
Price with Logo:		Price with Logo:	

Size:		Size:	
Color:		Color:	
Price without Logo:		Price without Logo:	
Price with Logo:		Price with Logo:	

Donor Keepsakes:

We offer optional 4" x 4" Replica Tiles as an additional revenue stream for your project. Please indicate below how much you would like to sell them for. Your cost is \$10.00 per tile.

Replica Tile Price	\$
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Clip Art, Logos or Artwork:

Please indicate ID# for clip art from our library. Refer to our clip art library online:

<http://polarengraving.com/clip-art-gallery/>

We can also add your own clip art or logos. Custom clipart/logos/artwork must be emailed to MySite@polarengraving.com together with the rest of your information.

Would you like ALL clip art from following categories:

Animals YES ☐ NO ☐	Graphics YES ☐ NO ☐	Greek Life YES ☐ NO ☐
Holidays YES ☐ NO ☐	Life YES ☐ NO ☐	Mascots YES ☐ NO ☐
Military YES ☐ NO ☐	Monograms YES ☐ NO ☐	Nature YES ☐ NO ☐
Professional Org. YES ☐ NO ☐	Religious YES ☐ NO ☐	Sport YES ☐ NO ☐
The Arts YES ☐ NO ☐		

IF YOU ONLY WANT CERTAIN CLIP ART FROM CATEGORIES, PLEASE LIST BELOW:

Ex. A01, E05, etc.

Do you want to offer your own clip art and logos?

Please email us your clip art and logos so we can upload them to your website.

YES ☐ NO ☐

Would you like your donors to be able to upload their own custom clip art and logos?

YES ☐ NO ☐

(Name of Organization)

(Print Name of Authorized Representative)

X _____
(Signature) (Date)

Polar Engraving Offers the Free Donor Website as a free service to our clients to help with their fundraising efforts. By signing this agreement, you agree that you have read and accepted Polar Engraving's Site Terms and Conditions of Use.

Please complete, sign and email to: MySite@polarengraving.com

Or Mail To:

**Polar Engraving
6166 Taylor Road Unit 105
Naples, FL 34109**



City of Lawton

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

Commentary

File #: 23-34

Agenda Date: 1/11/2023

Agenda No: 16.

ITEM TITLE:

Consider approving a modified Limited Services Agreement with the City of Lawton for FY 2022-2023

INITIATOR: Susan Schlecht

STAFF INFORMATION SOURCE: Financial Services

BACKGROUND: Corrections to the Limited Services Agreement approved by LETA on November 9, 2022 are needed.

EXHIBIT: Modified Limited Services Agreement with the City of Lawton for FY 2022-2023 will be provided at the meeting.

KEY ISSUES: N/A

FUNDING SOURCE: N/A

RECOMMENDED ACTION: Approve a modified Limited Services Agreement with the City of Lawton for FY 2022-2023.

AGREEMENT FOR LIMITED SERVICES

This Agreement for Limited Services is entered into by and between the City of Lawton, Oklahoma, a municipal corporation (hereinafter referred to as “City”), and the Lawton Enhancement Trust Authority, a public trust (hereinafter referred to as “Authority”)

Whereas, the City, through its governing body, has determined that the City should provide limited support to the Authority for the beautification of the City thereby enhancing the appearance of the City and thus encouraging tourism and economic development in and for the City; and

Whereas, the City desires to provide limited service support to the Authority in addition to financial assistance;

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

A. City agrees as follows:

1. To provide the Authority annual financial support for the services to be performed under this agreement pursuant to the fund sources identified below:
 - a. Hotel/Motel Tax – General Fund. Pursuant to City Council Resolution No. 22-97, the City shall allocate to the Authority an amount equal to five and six hundredths percent (5.06%) of the total proceeds from the Hotel/Motel Tax – General Fund collected during the 2022-2023 fiscal year. Said Funds are estimated as specified in the Authority’s approved Budget (attached hereto as “Exhibit A”), to be disbursed pursuant to the claims process outlined herein. Funds not expended during the fiscal year will remain in the Authority’s account.
 - b. LETA Beautification Fund. Pursuant to City Council Resolution No. 19-98 the City shall allocate funds from the LETA Beautification Fund to the Authority the total proceeds from the fund collected during the 2022-2023 fiscal year. Said Funds are estimated as specified in the Authority’s approved Budget (attached hereto as “Exhibit A”), to be disbursed in monthly increments.
 - c. Holiday in the Park Fund. Pursuant to City Council Resolution No. 22-97, the City shall allocate to the Authority an amount equal to \$100,000.00. (LETA will provide administration and oversight for this funding, and the Holiday in the Park improvements will be planned and managed by the Holiday in the Park Committee.) Said Funds are estimated as specified in the Authority’s approved Budget (attached hereto as “Exhibit A”), to be disbursed pursuant to the claims process outlined herein. The aforementioned Fiscal Year 2022-2023 allocation is in addition to the one-time June 2022 allocation of \$100,000.00 to Holiday in the Park. Any unexpended appropriations from the additional one-time June 2022 allocation of \$100,000.00 to Holiday in the Park will remain in their account perpetually for future use.

- d. Fireworks Display Fund. Pursuant to City Council Resolution No. 22-97, the City shall allocate to the Authority an amount equal to \$100,000.00. (LETA will provide administration and oversight for this funding, and the Freedom Festival improvements will be planned and managed by the Freedom Festival Committee.) Said Funds are estimated as specified in the Authority's approved Budget (attached hereto as "Exhibit A"), to be disbursed pursuant to the claims process outlined herein.
2. To print flyers, bulletins, and other materials for the Authority which are used in the operation, management and administration of the Authority, provided that materials from or for other entities assisting the Authority will not be printed at the City's print shop. This assistance will be made available to the Authority only while the City's print shop is in operation, and this provision is in no way intended to create any property right or interest in the Authority to have its materials printed by the City for an indefinite period of time.
3. To assist the Authority in beautification projects as staff and equipment are available. The City shall not be required to provide staff assistance if it will cause the City to pay overtime without specific City Manager approval. The use of City equipment shall only be permitted if such use does not reduce the City's ability to provide required service to the community. In addition, administrative support may be provided by the office of the City Clerk, general accounting assistance and bookkeeping may be provided by the Finance Department, and the City Manager may also appoint a member of City staff to serve as an Executive Director for the Authority.
4. The City agrees to provide, through the office of the City Attorney, limited legal assistance to the Authority. This legal assistance shall be limited to oral and written advice on subjects and matters for which litigation is not anticipated. This limited legal service includes limited document preparation but does not include responses to federal, state or county government agency inquiries and other matters outside the limitations provided herein. The City Attorney's first and primary duty is to the City of Lawton, and if a conflict should arise between the City and the Authority, the City Attorney shall advise the Authority of his or his staff's inability to assist the Authority. If the area of assistance requested is not within the areas of knowledge of the members of the City Attorney's staff the City Attorney is not required to assist. In addition to the above limitations the City shall not provide legal assistance in the following areas:
 - a. Preparation of documents needed for the prosecution or defense of actual or anticipated litigation.
 - b. Preparation or review of grant application.
 - c. Representation before any board, agency or court.
 - d. Representation of or advice to the Authority on any issue occasioned by and or governed by the Oklahoma Governmental Tort Claim Act.

B. Authority agrees as follows:

1. To periodically submit to the City's accounting office claims for reimbursement for services performed in accordance with the City's contractual claims policies and procedures.
 2. To submit to the Lawton City Council annual narrative reports which will include the projects and activities undertaken by the Authority during the prior twelve (12) month period, and any other information which may be of interest to the Lawton City Council. Reports will be due to the Lawton City Council within sixty (60) days following the end of the fiscal year.
 3. To reimburse the City for the actual cost incurred by the City in printing Authority's materials.
 4. The Authority shall be responsible for all legal matters and if, on the determination of the City Attorney the members of his office cannot or are prohibited from representing the Authority, the Authority shall be responsible for obtaining legal assistance at its own expense.
- C. Claim Processing. As the Authority incurs expenses and funds for the reimbursement of same are available in the Hotel/Motel Tax collections allocated to the Authority, the Authority shall submit a claim for said funds to the City. Any such claims will be processed by the City and paid to the Authority in accordance with the City's policies and procedures for payment of contractual claims.
- D. Term. This agreement will expire on June 30, 2023.

In witness whereof, the parties have hereunto set their hands on this ____ day of _____, 2023.

CITY OF LAWTON, OKLAHOMA
A Municipal Corporation

By: _____
Stanley Booker, Mayor

ATTEST:

Traci L. Hushbeck, City Clerk

LAWTON ENHANCEMENT TRUST
AUTHORITY, a public trust,

By: _____
Jay Burk, Chairman

ATTEST:

Kerry Sweeney, Secretary

APPROVED as to form and legality for the City of Lawton, Oklahoma, this ____ day of
_____, ~~2022~~2023.

John Ratliff, City Attorney

Exhibit A

**LAWTON ENHANCEMENT TRUST AUTHORITY
FY 2022/2023 OPERATING BUDGET- AMENDED**

Income	Estimated Beginning Budget	Amended Income	Projected Total Resources	Estimated Expenses	Ending Budget Balance
Hotel/Motel Tax	\$40,000.00	\$353,595.00	\$393,595.00	\$321,765.00	\$71,830.00
Court Fees (Beautification Fund)	\$52,000.00	\$55,000.00	\$107,000.00	\$86,735.00	\$20,265.00
Local Grants	\$0.00	\$215,000.00	\$215,000.00	\$215,000.00	\$0.00
Earned Interest	\$0.00	\$905.00	\$905.00	\$905.00	\$0.00
Trash Off Event Fees	\$0.00	\$225.00	\$225.00	\$0.00	\$225.00
Eye Candy Awards Banquet Sales/Donations	\$0.00	\$1,000.00	\$1,000.00	\$0.00	\$1,000.00
Other Donations and Income	\$135.00	\$50.00	\$185.00	\$0.00	\$185.00
Freedom Festival	\$1,800.00	\$28,000.00	\$29,800.00	\$28,000.00	\$1,800.00
Children United	\$106,509.00	\$50,000.00	\$156,509.00	\$156,509.00	\$0.00
Committed Funds	\$84,000.00	\$0.00	\$84,000.00	\$82,242.00	\$1,758.00
Medical Marijuana	\$1,220,007.00	(\$132,972.87)	\$1,087,034.13	\$1,087,034.13	\$0.00
Restricted Cash	\$125,526.56	\$0.00	\$125,526.56	\$65,500.00	\$60,026.56
TOTAL INCOME	\$1,629,977.56	\$570,802.13	\$2,200,779.69	\$2,043,690.13	\$157,089.56
Expenses					
Repairs, Maintenance and Replanting					\$51,000.00
Rental/Publishing/Printing					\$1,000.00
Professional & Technical Svcs					\$1,250.00
Postage					\$600.00
Dues & Memberships					\$600.00
Other Expenses					\$1,500.00
Bank Service charges					\$50.00
LETA Grant Awards					\$175,282.00
Eye Candy Awards					\$12,000.00
Yard of the Month					\$2,000.00
Beautification Projects					\$107,005.00
Sidewalk Projects (MM)					\$1,087,034.13
Playground in the Park					\$500.00
Hotel/Motel Holiday in the Park					\$100,000.00
Hotel/Motel Freedom Festival					\$100,000.00
Trash Off Event Fees					\$4,360.00
Local Grants					\$215,000.00
Freedom Festival					\$28,000.00
Children United					\$156,509.00
TOTAL EXPENSES					\$2,043,690.13



City of Lawton

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

Commentary

File #: 23-35

Agenda Date:

Agenda No: 17.

ITEM TITLE:

Consider approving expenses for floral arrangements from Gilbert Creek Gardens and catering from Designs by Lex for the 2023 Eye Candy Gala.

INITIATOR: Kerry Sweeney

STAFF INFORMATION SOURCE: Eye Candy Gala Committee

BACKGROUND: The Eye Candy Gala Committee has received estimates for catering and floral arrangement expenses for the 2023 Eye Candy event.

EXHIBIT: Cost estimates from Gilbert Creek Gardens and Designs by Lex will be provided at the meeting.

KEY ISSUES: N/A

FUNDING SOURCE: Eye Candy Gala Fund

RECOMMENDED ACTION: Approve the expenses for floral arrangements and catering for the 2023 Eye Candy Gala as presented.



City of Lawton

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

Commentary

File #: 23-37

Agenda Date: 1/11/2023

Agenda No: 18.

ITEM TITLE:

Review nominations and select two winners for Christmas Yard of the Month.

INITIATOR: Donalynn Blazek-Scherler & Caitlin Gatlin

STAFF INFORMATION SOURCE: City Clerk's Office & Communications & Marketing

BACKGROUND: Nominations for Christmas Yard of the Month have been submitted and await review by LETA. Because no Thanksgiving Yard of the Month was selected, LETA approved selecting two winners for Christmas Yard of the Month who will both receive a commemorative Christmas Yard of the Month sign and a \$100.00 gift card to Ace Hardware.

EXHIBIT: Christmas Yard of the Month Nomination Packet

KEY ISSUES: N/A

FUNDING SOURCE: Yard of the Month Fund

RECOMMENDED ACTION: Select two winners for Christmas Yard of the Month.

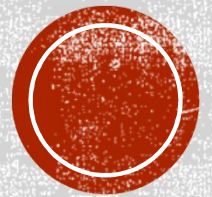


LETA CHRISTMAS YARD OF THE MONTH



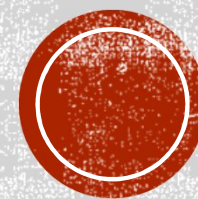


510 NW 6TH STREET- WARD 5



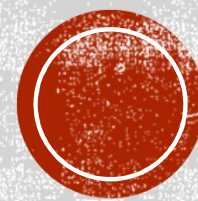


102 SE BERKSHIRE WAY- WARD 7



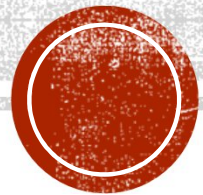


335 NW 62ND STREET- WARD 8





**6002 SW
PARK
AVENUE-
WARD 8**





**6114 SW PARK PLACE-
WARD 8**



**6432 NW ARROWHEAD DRIVE
WARD 6**



**6804 SW DRAKESTONE BLVD-
WARD 8**



**6804 SW DRAKESTONE BLVD- WARD 8
PART 2**

