



# City of Lawton

## City Council

### Agenda

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

---

**Tuesday, November 14, 2023**

**2:00 PM**

**Lawton City Hall  
Council Chambers/Auditorium**

---

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

#### **MEETING CALLED TO ORDER WITH INVOCATION AND PLEDGE OF ALLEGIANCE**

#### **ROLL CALL**

#### **PROCLAMATION:**

**Citizen of the Month: Sweet Temptationz**

**Mayoral Citation: Adonis Butler**

#### **PRESENTATION:**

**True North Award**

**Report on Holiday in the Park**

#### **REPORTS: MAYOR/CITY COUNCIL**

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

#### **CONSENT AGENDA:**

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



1. Consider and take action in awarding a contract to construct the Meadowbrook Waterline Project PU2204 and 67th St Waterline Project PU2213 to Southwest Water Works, LLC of Oklahoma City, OK, to construct and rehabilitate approximately 16,500 feet of waterline. [23-937](#)  
  
**Attachments:** [Recommendation of Award Meadowbrook and 67th Bid Tab Meadowbrook 67th St SWWW Signed Contract](#)
2. Consider approving an employment agreement between the City of Lawton and John Ratliff for the position of City Manager, to include any floor amendments, and authorize the Mayor and City Clerk to execute the agreement. [23-994](#)  
  
**Attachments:** [Employment Agreement](#)
3. Consider accepting temporary construction easements and permanent utility and access easements from Richard Properties, LLC, M2 Real Estate, LLC, Snell & Faustner, LLC, and Powers Family Properties, LLC, for the Cache Road water main and sidewalk project, authorizing the Mayor and City Clerk to execute the documents, and payments for the same. [23-999](#)  
  
**Attachments:** [Richard Properties Easement](#)  
[M2 Real Estate Easement](#)  
[Snell & Faustner Easement](#)  
[Powers Family Easement](#)
4. Consider awarding CL24-007 Manhole Coating Product to Ace Pipe Cleaning, INC of Kansas City, MO. [23-1001](#)  
  
**Attachments:** [Department Recommendation](#)  
[Abstract.docx](#)  
[CL24-007 Bid Results](#)
5. Consider approving the Final Amendment and accepting the 2017 Ad Valorem Street and Roads Program (Residential), Phase I-C - SE 47th Street, Bedford Circle, & SW C Ave - Project No. EN1707P1C and placing the Maintenance Bond into effect. [23-1005](#)  
  
**Attachments:** [Proejct I-C - Final Amendment Contractor SIGNED.pdf](#)  
[2017 Ad Valorem Streets & Roads\\_Rider.pdf](#)  
[2017 Ad Valorem Streets & Roads\\_Closeout Affidavits.pdf](#)  
[Subcontractor's Release.pdf](#)
6. Consider and take action in approving the plans, specifications and authorize advertisement for construction of the Lake Ellsworth Spillway Project PU2312. [23-1006](#)
7. Consider and take action extending contract RFPCL22-006 Electrical Instrumentation and Control Services to Worth Hydrochem of Norman, OK. [23-1008](#)



8. Consider approving professional services contract in the amount of \$76,600.00 with C.H. Guernsey & Company for the initial services schematic design report phase of the Project PR2309 Elmer Thomas Park Aquatics Center. This is in accordance with the True North Culture Statement by providing a more efficient service to the citizens of Lawton. [23-1013](#)

9. Consider directing staff to issue an RFP for public adjuster services to evaluate recent insurance claims, payments, and/or evaluations. [23-1035](#)

10. Consider adopting a resolution for the selection of a consulting engineer to conduct the bi-annual inspections required by the National Bridge Inspection Standards (NBIS) Program. [23-1007](#)

**Attachments:** [Resolution No. 2023-xx.pdf](#)

11. Consider award of construction contract to Ellsworth Construction OKC, LLC Dba A-Tech Paving for the City Wide Pavement Rehabilitation Project, City Project No. PW2301 [23-1024](#)

**Attachments:** [Ellsworth Construction Contract](#)

#### **BUSINESS ITEMS:**

12. Hold a public hearing to consider approving an Ordinance for a change of zoning from the R-3 Multiple-Family Dwelling District and R-2 Two-Family Dwelling District to C-5 General Commercial District zoning classification for the property located at 58 NW Sheridan Road, Lawton, OK 73505. [23-1010](#)

**Attachments:** [Location Map](#)  
[Ordinance No. 23-\\_\\_\\_\\_\\_ with Site Plan](#)  
[Application](#)  
[Analysis](#)  
[CPC Mailing Notice](#)  
[CPC Newspaper Notice](#)  
[Council Mailing Notice](#)  
[Newspaper CC Notice Rezone \(58 NW Sheriedan Rd\) 2023-1023](#)  
[CPC Minutes 10-12-2023](#)



13. Hold a public hearing and consider approving an Ordinance pertaining to planning and zoning by amending section 18-8-1-805, Division 18-8-1, Article 18-8, Chapter 18, Lawton City Code, 2015, relating to amounts of space required by designating the required number of parking spaces required for stadiums, sports fields, and arenas, providing for severability, allowing for floor amendments, and establishing an effective date. [23-1011](#)

**Attachments:** [Ordinance 23-](#)  
[CPC & Council Notice](#)  
[CPC Minutes 06-15-23](#)  
[CPC Minutes 06-29-23](#)  
[CPC Minutes 09-28-23](#)  
[CPC Minutes 10.26.2023](#)

14. Receive a report from staff and Garver Engineering regarding the implementation of the CIP Portal for citizens and take action as deemed necessary. [23-1021](#)

15. Consider approving an ordinance pertaining to Animals, amending Section 5-1-101, 5-1-104, 5-1-105.1, 5-1-106, 5-1-111, 5-1-118, and 5-1-120, Article 5-1, Chapter 5, Lawton City Code 2015 and amending Section 5-5-501 and 5-5-508, Article 5-5, Chapter 5, Lawton City Code 2015 by defining redemption period and service animal; establishing City Manager approval for euthanizations within the redemption period; clarifying that large reptiles may be unlawful; allowing for redemption periods to be extended; expanding on service animal allowances; correcting grammatical errors; renumbering as needed; providing for severability; allowing for floor amendments; and establishing an effective date. [23-1026](#)

**Attachments:** [AW ORD](#)

16. Consider approving an ordinance pertaining to Animals, amending Section 5-1-120, Article 5-1, Chapter 5, Lawton City Code 2015, by establishing that dogs are not to be left outdoors and unattended for a period exceeding one-half hour when the temperature is below 32 degrees Fahrenheit, providing for severability, establishing an effective date, and allowing for floor amendments. [23-1037](#)

**Attachments:** [AW ORD](#)

17. Receive a detailed report on how the \$3 million added to the Streets materials account in the 23/24 budget has been spent and/or obligated thus far and give any direction deemed necessary. [23-1018](#)



18. Consider directing staff to initiate Request for Proposals for the operation and management of the Lake Lawtonka School House Slough convenient store to include the fuel pumps. [23-1017](#)

**Attachments:** [SHS Operations RFP\\_Convenient Store](#)

19. Consider directing staff to bring a resolution to raise the rental rates for full-time campers, trailers, boathouses, dry stalls, and wet stalls located at Lake Lawtonka's recreation areas for calendar year 2024 by an amount not to exceed 25% excluding the five boathouses formerly managed by the School House Slough concessionaire with said rate increases to take effect on January 1, 2024 and direct staff to evaluate the feasibility of a two-tiered fee structure for Lake Lawtonka's recreation areas, differentiating between Lawton residents and non-residents. [23-1016](#)

**Attachments:** [Halff Fee Recommendations](#)  
[Schoolhouse Slough Proposed Fees](#)  
[Lakes-Pricing-Amenities](#)  
[Lakes Annual Budget 23-24](#)

20. In conjunction with the proposed increases to the lease rates at the Lake Lawtonka recreation areas, consider directing staff to initiate a Request for Proposals for the installation of WiFi services at the Lake Lawtonka School House Slough recreational area. [23-1034](#)

21. In conjunction with the proposed increases to the lease rates at the Lake Lawtonka recreation areas, consider directing staff to initiate a Request for Proposals for the repair and upgrades to the waterline system serving the Lake Lawtonka recreation areas. [23-1038](#)

22. Direct staff to evaluate equipment in all City of Lawton parks, come up with a plan to invest \$1 million in repairs and upgrades to equipment, provide a proposed budget number for repairs and upgrades that are needed above the \$1 million, and bring back a plan and budget to the 1st meeting in January. Concurrently, review the existing plan provided by staff and offer direction as necessary. [23-1022](#)

**Attachments:** [Park Improvement Proposal](#)

#### STAFF REPORTS:

23. Provide City Council with an update on the FY 2022 & FY 2023 Audit Process [23-992](#)

#### EXECUTIVE SESSION ITEMS:



24. Pursuant to Section 307B.4, Title 25, Oklahoma Statutes, consider convening in executive session to discuss a pending claim/action for breach of contract in relation to Ad Valorem Phase I-A contract EN1707P1A (24th and 40th Street) by the City of Lawton against Alfred Espinoza d/b/a A.E Construction Co. ("AEC"), and if necessary, take appropriate action in open session. [23-998](#)
25. Pursuant to Section 307B.4, Title 25, Oklahoma Statutes, consider convening in executive session to discuss the pending action in the United District Court for the Western District of Oklahoma titled Kent Jackson, as personal representative of the Estate of Israel Williams vs. City of Lawton, et al, CIV-23-284-G, and if necessary, take appropriate action in open session. [23-1012](#)
26. Pursuant to Section 307B.4, Title 25, Oklahoma statutes, consider convening in Executive Session to discuss the pending claim from the Department of Housing and Urban Development regarding the Blocked HOME Activities #2315, #2317 letter dated October 25, 2023, and present options for compliance and take appropriate action in open session. [23-1014](#)

## ADJOURNMENT

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





# City of Lawton

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

## Commentary

---

**File #:** 23-937

**Agenda Date:** 11/14/2023

**Agenda No:** 1.

---

**ITEM TITLE:**

Consider and take action in awarding a contract to construct the Meadowbrook Waterline Project PU2204 and 67<sup>th</sup> St Waterline Project PU2213 to Southwest Water Works, LLC of Oklahoma City, OK, to construct and rehabilitate approximately 16,500 feet of waterline.

**INITIATOR:** Rusty Whisenhunt, Public Utilities Director

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

**BACKGROUND:** On March 28, 2023, City Council was given a presentation on Public Utilities' Water and Wastewater system conditions and a plan of improvements with a means of funding the improvements. On June 27, 2023, City Council approve the Master Service Agreement with Garver, LLC. On July 11, 2023, City Council approved Amendment No. 1 includes Work Package 1 for the Water System Rehabilitation. The Water System Work Package 1 includes preparation of bidding documents for the in-house designed water line construction projects, Meadowbrook Water Line Replacement Project PU2204 located from 38<sup>th</sup> to 53<sup>rd</sup> Street, and 67<sup>th</sup> Street Waterline Project PU2211 located from Bishop to south of Combs Road, Garver, under Work Package 1, prepared the Final Bid Documents for the City in-house Design Project. On August 8, 2023, City Council approved the plans, specifications, and authorized the advertisement of the Meadowbrook Waterline Replacement Project PU2204 and 67<sup>th</sup> Street Waterline Project PU2211. Advertisement occurred August 9, 2023, and August 16, 2023 and a non-mandatory pre-bid meeting occurred August 29, 2023, at 1:30 pm in the City of Lawton Public Utilities Conference Room. Bids were received on October 3, 2023, at the City Clerk's office and publicly opened. A total of two (2) bids were received on this project. After reviewing the bid documents, it is recommended to award the project to Southwest Water Works, LLC, of Oklahoma City, Oklahoma, who submitted the lowest responsive and responsible bid for the project. Garver, LLC, recommends awarding a contract in the amount of \$5,989,880 Southwest Water Works, LLC the Meadowbrook Waterline Replacement Project PU2204 and 67<sup>th</sup> Street Waterline Project PU2211. The replacement and rehabilitate approximately 16,500 linear feet of waterline as Public Utilities continues to strive towards the efforts of a Safe

Community, the Pursuit of Excellence, and The Citizen as put forth in the "True North Culture Statement"



Meadowbrook and 67th St Bid Tab			
Project Number	Engineer's Estimate	Contractor 1- Southwest Water Works	Contractor 2- Evans & Associates
1- Meadowbrook	\$2,954,050.00	\$3,377,815.00	\$4,401,793.12
2- 67th St	\$2,516,355.00	\$2,615,065.00	\$1,957,913.07
Total Base Bid	\$5,470,405.00	\$5,989,880.00	\$6,359,704.19

**EXHIBIT:** Recommendation of Award, Bid Tab, and Construction Contract

**KEY ISSUES:** Does the City Council wish to award and enter into a contract in the amount of \$5,989,880.00 with Southwest Water Works, LLC for construction of the Meadowbrook Waterline Project PU2204 and 67<sup>th</sup> St Waterline Project PU2213?

**FUNDING SOURCE:** DWSRF Loan P40-1011303-06

**STAFF RECOMMENDED COUNCIL ACTION:** Award and enter into a contract in the amount of \$5,989,880.00 with Southwest Water Works, LLC, for construction of the Meadowbrook Waterline Project PU2204 and 67<sup>th</sup> St Waterline Project PU2213.





1016 24<sup>th</sup> Avenue NW  
Norman, OK 73069

TEL 405.329.2555  
FAX 405.329.3555

[www.GarverUSA.com](http://www.GarverUSA.com)

---

October 12, 2023

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

Re: Meadowbrook and 67<sup>th</sup> St Waterline Rehab  
Recommendation of Award

Dear Mr. Whisenhunt:

Bids were received for the Meadowbrook and 67<sup>th</sup> St Waterline Rehab (Project) at the Office of the City Clerk at City Hall, 212 SW 9<sup>th</sup> Street Lawton, OK 73501 on Tuesday October 3, 2023. The bids have been checked for accuracy and for compliance with the contract documents.

A total of two (2) bids were received on the Project. Southwest Water Works, LLC submitted the low bid for the project in the amount of \$5,989,880. The Engineer's Opinion of Probable Cost was \$5,470,405.

A check of the bid documents indicated no issues with the documentation received.

A review of their current and past projects shows that Southwest Water Works, LLC has adequate experience in waterline projects across the United States.

The Base Bid results in a final contract price of **five million nine hundred and eighty-nine thousand eight hundred and eighty dollars (\$5,989,880)**. If the project is awarded to Southwest Water Works, LLC, Garver believes that the bid submitted by Southwest Water Works, LLC is responsive, responsible, and represents a good value for the City of Lawton. Contingent upon signing the contract and submission of executed bonds, we recommend that the construction contract for the Meadowbrook and 67<sup>th</sup> St Waterline Rehab be awarded to Southwest Water Works, LLC.

Please call me if you have any questions.

Sincerely,

GARVER, LLC

Bryce Callies, P.E.  
Water Resources Team Leader



<b>Meadowbrook and 67th St Bid Tab</b>			
<b>Project Number</b>	<b>Engineer's Estimate</b>	<b>Contractor 1- Southwest Water Works</b>	<b>Contractor 2- Evans &amp; Associates</b>
1- Meadowbrook	\$2,954,050.00	\$3,377,815.00	\$4,401,793.12
2- 67th St	\$2,516,355.00	\$2,615,065.00	\$1,957,913.07
Total Base Bid	\$5,470,405.00	\$5,989,880.00	\$6,359,704.19



### Project 1- Meadowbrook

Contractor 1- Southwest Water Works				Contractor 2- Evans & Associates			
Item #	Est. QTY	Unit Price	Item Total	Item #	Est. QTY	Unit Price	Item Total
1	1	\$150,000.00	\$150,000.00	1	1	\$216,184.67	\$216,184.67
2	1	\$25,000.00	\$25,000.00	2	1	\$30,453.50	\$30,453.50
3	5570	\$130.00	\$724,100.00	3	5570	\$136.83	\$762,143.10
4	20	\$120.00	\$2,400.00	4	20	\$181.58	\$3,631.60
5	100	\$100.00	\$10,000.00	5	100	\$109.19	\$10,919.00
6	100	\$90.00	\$9,000.00	6	100	\$124.21	\$12,421.00
7	6000	\$10.00	\$60,000.00	7	6000	\$19.14	\$114,840.00
8	47	\$2,500.00	\$117,500.00	8	47	\$1,705.64	\$80,165.08
9	33	\$3,000.00	\$99,000.00	9	33	\$4,025.00	\$132,825.00
10	100	\$2.00	\$200.00	10	100	\$31.76	\$3,176.00
11	80	\$1,000.00	\$80,000.00	11	80	\$279.68	\$22,374.40
12	13	\$9,000.00	\$117,000.00	12	13	\$10,186.53	\$132,424.89
13	20	\$12,000.00	\$240,000.00	13	20	\$11,253.25	\$225,065.00
14	15	\$6,500.00	\$97,500.00	14	15	\$2,757.92	\$41,368.80
15	1	\$9,000.00	\$9,000.00	15	1	\$3,745.58	\$3,745.58
16	31	\$12,500.00	\$387,500.00	16	31	\$4,990.60	\$154,708.60
17	110	\$250.00	\$27,500.00	17	110	\$130.52	\$14,357.20
18	150	\$250.00	\$37,500.00	18	150	\$130.52	\$19,578.00
19	130	\$250.00	\$32,500.00	19	130	\$130.52	\$16,967.60
20	500	\$40.00	\$20,000.00	20	500	\$170.08	\$85,040.00
21	5	\$3,500.00	\$17,500.00	21	5	\$3,955.14	\$19,775.70
22	5	\$5,000.00	\$25,000.00	22	5	\$6,291.48	\$31,457.40
23	5	\$3,500.00	\$17,500.00	23	5	\$3,503.31	\$17,516.55
24	5	\$5,000.00	\$25,000.00	24	5	\$5,800.87	\$29,004.35
25	10	\$5.00	\$50.00	25	10	\$41.19	\$411.90
26	10	\$4.00	\$40.00	26	10	\$40.22	\$402.20
27	1	\$5,000.00	\$5,000.00	27	1	\$2,033.45	\$2,033.45
28	10	\$150.00	\$1,500.00	28	10	\$104.18	\$1,041.80
29	10	\$175.00	\$1,750.00	29	10	\$128.71	\$1,287.10
30	10	\$225.00	\$2,250.00	30	10	\$217.20	\$2,172.00
31	10	\$250.00	\$2,500.00	31	10	\$225.62	\$2,256.20
32	2500	\$6.00	\$15,000.00	32	2500	\$37.58	\$93,950.00
33	1500	\$145.00	\$217,500.00	33	1500	\$341.83	\$512,745.00
34	1800	\$185.00	\$333,000.00	34	1800	\$427.90	\$770,220.00
35	960	\$215.00	\$206,400.00	35	960	\$596.02	\$572,179.20
36	175	\$55.00	\$9,625.00	36	175	\$43.51	\$7,614.25
37	1	\$250,000.00	\$250,000.00	37	1	\$250,000.00	\$250,000.00
38	100	\$25.00	\$2,500.00	38	100	\$53.37	\$5,337.00
<b>Total Amount Project 1:</b>			<b>\$3,377,815.00</b>	<b>Total Amount Project 1:</b>			<b>\$4,401,793.12</b>



## Project 2- 67th St

Contractor 1- Southwest Water Works				Contractor 2- Evans & Associates			
Item #	Est. QTY	Unit Price	Item Total	Item #	Est. QTY	Unit Price	Item Total
1	1	\$100,000.00	\$100,000.00	1	1	\$96,155.04	\$96,155.04
2	1	\$20,000.00	\$20,000.00	2	1	\$24,860.00	\$24,860.00
3	10000	\$130.00	\$1,300,000.00	3	10000	\$81.20	\$812,000.00
4	1800	\$110.00	\$198,000.00	4	1800	\$62.87	\$113,166.00
5	1050	\$10.00	\$10,500.00	5	1050	\$16.00	\$16,800.00
6	13	\$2,500.00	\$32,500.00	6	13	\$1,144.80	\$14,882.40
7	5	\$3,000.00	\$15,000.00	7	5	\$2,551.88	\$12,759.40
8	100	\$2.00	\$200.00	8	100	\$6.90	\$690.00
9	28	\$9,000.00	\$252,000.00	9	28	\$8,472.19	\$237,221.32
10	3	\$12,500.00	\$37,500.00	10	3	\$8,710.84	\$26,132.52
11	2	\$9,000.00	\$18,000.00	11	2	\$3,554.98	\$7,109.96
12	12	\$12,000.00	\$144,000.00	12	12	\$4,275.87	\$51,310.44
13	1	\$3,500.00	\$3,500.00	13	1	\$3,385.93	\$3,385.93
14	1	\$3,500.00	\$3,500.00	14	1	\$2,856.41	\$2,856.41
15	1	\$5,000.00	\$5,000.00	15	1	\$3,881.89	\$3,881.89
16	10	\$5,000.00	\$50,000.00	16	10	\$4,411.41	\$44,114.10
17	10	\$5.00	\$50.00	17	10	\$15.09	\$150.90
18	10	\$4.00	\$40.00	18	10	\$14.12	\$141.20
19	5	\$225.00	\$1,125.00	19	5	\$205.10	\$1,025.50
20	5	\$250.00	\$1,250.00	20	5	\$213.80	\$1,069.00
21	38	\$175.00	\$6,650.00	21	38	\$427.59	\$16,248.42
22	100	\$75.00	\$7,500.00	22	100	\$33.69	\$3,369.00
23	100	\$220.00	\$22,000.00	23	100	\$533.25	\$53,325.00
24	5500	\$6.00	\$33,000.00	24	5500	\$37.58	\$206,690.00
25	150	\$55.00	\$8,250.00	25	150	\$18.65	\$2,797.50
26	3	\$30,000.00	\$90,000.00	26	3	\$8,981.02	\$26,943.06
27	4	\$25,000.00	\$100,000.00	27	4	\$6,338.77	\$25,355.08
28	1	\$150,000.00	\$150,000.00	28	1	\$150,000.00	\$150,000.00
29	100	\$25.00	\$2,500.00	29	100	\$34.73	\$3,473.00

**Total Amount Project 2: \$2,612,065.00**

**Total Amount Project 2: \$1,957,913.07**



## CONTRACT

THIS CONTRACT made and entered into this 14th day of November, 2023, by and between CITY OF LAWTON, Oklahoma, a Municipal Corporation, acting by and through the Mayor and City Council, party of the first part, hereinafter referred to as "CITY", and Southwest Water Works, LLC, party of the second part, hereinafter referred to as "CONTRACTOR".

### WITNESSETH:

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

**Meadowbrook Waterline Replacement Project PU2204 and 67th Street**  
**Waterline Project PU2213**  
**City of Lawton Project # PU2204 and PU2213**  
**DWSRF Project # P40-1011303-06**

and

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

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

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

Five Million Nine Hundred Eighty Nine Thousand Eight Hundred Eighty Dollars  
(\$5,989,880.00).

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

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

1. The Contractor shall, in a good and first-class workmanlike manner, at his own cost and expense, furnish all labor and materials, tools, and equipment required to perform and



complete said work in strict accordance with this Contract, the Contract Documents and Technical Specifications and all applicable Addenda, all of which are on file in the office of the Project Manager, 2100 SW 6<sup>th</sup> Street, Lawton, OK, 73501, and hereby incorporated by reference and made a part of this Contract as if the same were each herein set out at length.

2. The Contractor acknowledges that Davis Bacon Act wages rules shall apply. All laborers and mechanics employed by contractors and sub-contractors on projects funded directly by or assisted in whole or in part by the through the Federal Government shall be paid wages at rates not less than those prevailing on projects of a character similar in the locality as determined by the Secretary of Labor in accordance with subchapter IV of Chapter 31 of Title 40, United States Code and the DW-185 Supplemental Conditions (Pink Sheets). The Department of Labor provides all pertinent information related to compliance with labor standards and including prevailing wage rates and for reporting. For more information please refer to <http://www.wdol.gov/> and "<http://www.SAM.gov>."

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

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

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



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

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

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

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

**Project Milestones**

<b>Milestone #</b>	<b>Description</b>	<b>Calendar Days</b>
<b>1</b>	All Work will be substantially complete within 180 calendar days after the date when the Contract Times commence to run in accordance with the General and Supplementary Conditions.	<b>One Hundred Eighty (180)</b>
<b>2</b>	All Work will be completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions within 210 calendar days after the Contract Times commence to run.	<b>Two Hundred Ten (210)</b>

The Contractor agrees to complete each milestone to a level of substantial completion, as defined by the General Conditions, within **the calendar days indicated in the above table**. The CONTRACTOR further agrees to pay as liquidated damages, for each milestone, the sum of **One Thousand Dollars and 00/100 (\$1,000.00) for each consecutive calendar day** thereafter as hereinafter provided in the General Conditions. Additionally, the CONTRACTOR agrees to fully complete the project, securing the ENGINEER's recommendation of final payment as described by the General Conditions, within **two hundred ten (210) consecutive calendar days**. The CONTRACTOR further agrees to pay as additional liquidated damages the sum of **Five Hundred Dollars and 00/100 (\$500.00) for each consecutive calendar day** thereafter. The liquidated damages for exceeding each project milestone and final completion milestone shall be additive.

The Contractor shall furnish proof that all claims and obligations incurred by him in connection with the performance of said work have been fully paid and settled; said information shall be in the form of an affidavit constituting the Contractor's Release to City as set forth in the



Contract Documents and Technical Specifications; thereupon, the final estimate (including any retained amounts) will be approved and paid.

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

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

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

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

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

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

10. **Bankruptcy.** If the Contractor becomes bankrupt or insolvent, or if a petition in bankruptcy is filed against the Contractor, or if a receiver is appointed for the Contractor, the CITY shall have the right to terminate this Contract upon written notice to the Contractor without



prejudice to any claim for damages or any other right of the CITY under this Contract to the time of such termination.

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

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

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

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

(FOR CORPORATIONS ONLY)



ATTEST:

Jennifer Bernhard  
Title Manager  
(AFFIX SEAL)



Southwest Water Works, LLC  
Name of Corporation

By [Signature]

Title Managing Member

(FOR PARTNERSHIPS AND PROPRIETORSHIPS)

\_\_\_\_\_  
Name of Partnership or Proprietorship

By \_\_\_\_\_

Title \_\_\_\_\_



COUNTY OF COMANCHE }  
STATE OF OKLAHOMA }

Before me the undersigned, a Notary Public in and for said state, on this \_\_\_\_ day of \_\_\_\_\_, 2023, personally appeared \_\_\_\_\_, a member of the partnership/proprietorship \_\_\_\_\_ to me known to be the identical person who executed the within and foregoing instrument on behalf of said partnership/proprietorship and acknowledged to me that \_\_\_\_\_ (he/she) executed the same as \_\_\_\_\_ (his/her) free and voluntary act and deed, and for the free and voluntary act and deed of said partnership/proprietorship, for the uses and purposes therein set forth.

\_\_\_\_\_  
Notary Public

My Commission Expires \_\_\_\_\_

CITY OF LAWTON, OKLAHOMA  
A Municipal Corporation

\_\_\_\_\_  
Stan Booker, MAYOR

ATTEST:

\_\_\_\_\_  
Donalynn Blazek-Scherler, CITY CLERK

APPROVED as to form and legality this \_\_\_\_ day of \_\_\_\_\_, 2023.

\_\_\_\_\_  
John Ratliff, CITY ATTORNEY

I, Joe Dunham, Finance Director of the City of Lawton, Oklahoma, do hereby certify that I have entered the amount for this encumbrance against appropriate Account No. \_\_\_\_\_ for five million nine hundred eighty nine thousand eight hundred eighty dollars (\$5,989,880.00), and after charging account title **Meadowbrook Waterline Replacement Project PU2204 and 67th Street Waterline Project PU2213 - PU2204 and PU2213** with this encumbrance there is an unencumbered balance in said account of \$ \_\_\_\_.

Dated this \_\_\_\_ day of \_\_\_\_\_, 2023.

\_\_\_\_\_  
Joe Dunham, FINANCE DIRECTOR



**PERFORMANCE BOND**

KNOW ALL MEN BY THESE PRESENTS that

Southwest Water Works, LLC as Principal, and  
(full name and address)

Fidelity and Deposit Company of Maryland as Surety, a  
(full name and address)

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

of Five Million Nine Hundred Eighty Nine Thousand Eight Hundred Eighty Dollars & No/100 -- DOLLARS  
(\$ 5,989,880.00 ) for the payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors, administrators, trustees, successors, and assigns, firmly by these presents.

The condition of this obligation is such that WHEREAS, said Principal entered into a written contract with the CITY OF LAWTON, OKLAHOMA, dated on the 14th day of November, 2023, for

**Meadowbrook Waterline Replacement Project PU2204 and 67th Street Waterline Project**  
**PU2213**  
**CITY OF LAWTON Project # PU 2204 and PU 2213**  
**DWSRF Project # P40-1011303-08**

all in compliance with the specifications therefore, made a part of said Contract and on file in the Office of the City Clerk, City of Lawton, City Hall, 212 SW 9th St, Lawton, Oklahoma 73501.

NOW, THEREFORE, if said Principal shall

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

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

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



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

Dated this 14th day of November, 2023.

Principal:

Southwest Water Works, LLC  
(Name of Contractor)

Surety:

Fidelity and Deposit Company of Maryland

By:

(Name & Title)

By:

(Affix Seal) Deborah L. Raper, Attorney-in-fact

**(FOR CORPORATIONS ONLY)**

ATTEST:

Jennifer Bernhart  
(Name & Title) Manager (Affix Seal)

**(FOR PARTNERSHIPS AND PROPRIETORSHIPS)**

Notarized on this \_\_\_\_\_ day of \_\_\_\_\_, 2023

Notary: \_\_\_\_\_

My commission expires: \_\_\_\_\_



**STATUTORY BOND**

KNOW ALL MEN BY THESE PRESENTS that

Southwest Water Works, LLC

(full name and address)

as Principal, and

Fidelity and Deposit Company of Maryland

(full name and address)

as Surety, a

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

Five Million Nine Hundred Eighty Nine Thousand Eight Hundred Eighty Dollars & No/100 --- **DOLLARS**  
 (\$ 5,989,880.00 ) in lawful money of the United States of America, for the payment of which, well and truly to be made, we bind ourselves and each of us, our heirs, executors, administrators, trustees, successors, and assigns, jointly and severally, firmly by these presents.

The condition of this obligation is such that WHEREAS, said Principal entered into a written Contract with the CITY OF LAWTON, OKLAHOMA, dated on the 14th day of November, 2023, for

**Meadowbrook Waterline Replacement Project PU2204 and 67th Street Waterline Project**  
**PU2213**  
**City of Lawton Project # PU2204 and PU2213**  
**DWSRF Project # P40-1011303-08**

all in compliance with the specifications therefore, made a part of said Contract and on file in the Office of the City Clerk, City Hall, 212 SW 9th St, Lawton, Oklahoma 73501.

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

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



Dated this 14th day of November, 2023.

Principal:

Surety:

Southwest Water Works, LLC  
(Name of Contractor)

Fidelity and Deposit Company of Maryland

By:

(Name & Title)

By:

(Affix Seal) Deborah L. Raper, Attorney-in-Fact

**(FOR CORPORATIONS ONLY)**

ATTEST:

(Name & Title)

(Affix Seal)

**(FOR PARTNERSHIPS AND PROPRIETORSHIPS)**

Notarized on this \_\_\_\_\_ day of \_\_\_\_\_, 2023

Notary: \_\_\_\_\_ My commission expires: \_\_\_\_\_



**MAINTENANCE BOND**

KNOW ALL MEN BY THESE PRESENTS that

Southwest Water Works, LLC as Principal, and  
 (full name and address)

Fidelity and Deposit Company of Maryland as Surety, a  
 (full name and address)

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

Five Million Nine Hundred Eighty Nine Thousand Eight Hundred Eighty Dollars & No/100 --- DOLLARS  
 (\$5,989,880.00) in lawful money of the United States of America, said sum being equal to One Hundred Percent (100%) of the Contract price, for two (2) years after completion and acceptance of the project, payment of which, well and truly to be made, we bind ourselves and each of us, our heirs, executors, administrators, trustees, successors, and assigns, jointly and severally, firmly by these presents.

The condition of this obligation is such that WHEREAS, said Principal entered into a written contract with the CITY OF LAWTON, OKLAHOMA, dated on the 14th day of November, 2023, for

**Meadowbrook Waterline Replacement Project PU2204 and 67th Street Waterline Project**  
**PU2213**  
**City of Lawton Project # PU2204 and PU2213**  
**DWSRF Project # P40-1011303-08**

all in compliance with the specifications therefore, made a part of this contract and file in the Office of the City Clerk of the City of Lawton, City Hall, 212 SW 9th St, Lawton, Oklahoma, 73501.

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

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



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

Dated this 14th day of November, 2023.

Principal:

Surety:

Southwest Water Works, LLC  
(Name of Contractor)

Fidelity and Deposit Company of Maryland

By:

(Name & Title)

By:

(Affix Seal) Deborah L. Raper, Attorney-in-Fact

**(FOR CORPORATIONS ONLY)**

ATTEST:

(Name & Title)

(Affix Seal)

**(FOR PARTNERSHIPS AND PROPRIETORSHIPS)**

Notarized on this \_\_\_\_\_ day of \_\_\_\_\_, 2023

Notary: \_\_\_\_\_ My commission expires: \_\_\_\_\_



**ZURICH AMERICAN INSURANCE COMPANY  
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY  
FIDELITY AND DEPOSIT COMPANY OF MARYLAND  
POWER OF ATTORNEY**

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Illinois, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Illinois (herein collectively called the "Companies"), by **Robert D. Murray, Vice President**, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and Clayton HOWELL, Vicki Wilson, Austin K. GREENHAW, J. Kelly DEER, Shelli R. SAMSEL, Travis E. BROWN, Jamie BURRIS, Vaughn P. GRAHAM, Vaughn P. GRAHAM, JR., Stephen M. POLEMAN, Deborah L. RAPER, Dwight A. PILGRIM, Gary LILES, Randy D. WEBB, Bobby Joe YOUNG, Aaron WOOLSEY, Carey L. KENNEMER, Kristin LEWIS, Joshua BRYAN of Tulsa, Oklahoma, its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: **any and all bonds and undertakings**, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York, the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland., and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland., in their own proper persons.

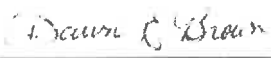
The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force.

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said **ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND**, this 27th day of October, A.D. 2022.



**ATTEST:**  
**ZURICH AMERICAN INSURANCE COMPANY  
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY  
FIDELITY AND DEPOSIT COMPANY OF MARYLAND**

  
By: **Robert D. Murray**  
Vice President

  
By: **Dawn E. Brown**  
Secretary

**State of Maryland  
County of Baltimore**

On this 27th day of October, A.D. 2022, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **Robert D. Murray, Vice President and Dawn E. Brown, Secretary** of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, depose and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.





Constance A. Dunn, Notary Public  
My Commission Expires: July 9, 2023

Authenticity of this bond can be confirmed at [bondvalidator.zurichna.com](http://bondvalidator.zurichna.com) or 410-559-8790



## EXTRACT FROM BY-LAWS OF THE COMPANIES

"Article V, Section 8, Attorneys-in-Fact. The Chief Executive Officer, the President, or any Executive Vice President or Vice President may, by written instrument under the attested corporate seal, appoint attorneys-in-fact with authority to execute bonds, policies, recognizances, stipulations, undertakings, or other like instruments on behalf of the Company, and may authorize any officer or any such attorney-in-fact to affix the corporate seal thereto; and may with or without cause modify or revoke any such appointment or authority at any time."

### CERTIFICATE

I, the undersigned, Vice President of the ZURICH AMERICAN INSURANCE COMPANY, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that Article V, Section 8, of the By-Laws of the Companies is still in force.

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the ZURICH AMERICAN INSURANCE COMPANY at a meeting duly called and held on the 15th day of December 1998.


RESOLVED: "That the signature of the President or a Vice President and the attesting signature of a Secretary or an Assistant Secretary and the Seal of the Company may be affixed by facsimile on any Power of Attorney....Any such Power or any certificate thereof bearing such facsimile signature and seal shall be valid and binding on the Company."

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at a meeting duly called and held on the 5th day of May, 1994, and the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990.

RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereto subscribed my name and affixed the corporate seals of the said Companies, this 14th day of November, 2023.



  
By: Mary Jean Pethick  
Vice President

**TO REPORT A CLAIM WITH REGARD TO A SURETY BOND, PLEASE SUBMIT A COMPLETE DESCRIPTION OF THE CLAIM INCLUDING THE PRINCIPAL ON THE BOND, THE BOND NUMBER, AND YOUR CONTACT INFORMATION TO:**

Zurich Surety Claims  
1299 Zurich Way  
Schaumburg, IL 60196-1056  
Ph: 800-626-4577

If your jurisdiction allows for electronic reporting of surety claims, please submit to:  
[reports@claims@zurichna.com](mailto:reports@claims@zurichna.com)

Authenticity of this bond can be confirmed at [bondvalidator.zurichna.com](http://bondvalidator.zurichna.com) or 410-559-8790





# City of Lawton

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

## Commentary

---

**File #:** 23-994

**Agenda Date:** 11/14/2023

**Agenda No:** 2.

---

**ITEM TITLE:**

Consider approving an employment agreement between the City of Lawton and John Ratliff for the position of City Manager, to include any floor amendments, and authorize the Mayor and City Clerk to execute the agreement.

**INITIATOR:** Mayor Stan Booker

**STAFF INFORMATION SOURCE:** Timothy Wilson, Interim City Attorney

**BACKGROUND:** At the October 24, 2023, City Council Meeting, the Lawton City Council appointed John Ratliff to serve as City Manager, effective October 24, 2023, with a salary of \$210,000.00. Due to constraints within the City's payroll system, the annual salary will be \$210,017.60 rather than the \$210,000.00 previously approved. The agreement includes the salary of \$210,017.60 as well as the terms and conditions of Ratliff's employment, compensation and benefits, the terms of termination and other general provisions.

**EXHIBIT:** Employment Agreement

**KEY ISSUES:** N/A

**FUNDING SOURCE:** N/A

**STAFF RECOMMENDED COUNCIL ACTION:** Approve the employment agreement, to include any floor amendments, between the City of Lawton and John Ratliff for the position of City Manager with an effective date of October 24, 2023, and authorize the Mayor and City Clerk to execute the agreement.



## **CITY MANAGER EMPLOYMENT AGREEMENT**

This Agreement is made and entered into this 24th day of October 2023, by and between the City of Lawton, a Municipal Corporation of the State of Oklahoma (hereinafter referred to as "City") and John Ratliff (hereinafter referred to as "Ratliff").

WHEREAS, City desires to retain Ratliff to the position of City Manager of the City, under the authority of Lawton City Charter, Section 3-1, and as General Manager of the Lawton Water Authority; and

WHEREAS, City desires to offer said appointment according to certain specified terms and conditions as hereinafter set forth; and

WHEREAS, Ratliff desires to accept the appointment subject to the terms and conditions specified hereinafter.

NOW THEREFORE City and Ratliff, for and in consideration of the terms, conditions, stipulations, and covenants contained herein, enter into the following Agreement, to wit:

### **1. EMPLOYMENT**

1.1 **Scope of Duties:** City appoints and employs Ratliff and Ratliff accepts such appointment and employment, to render services and perform duties as the Lawton City Manager and General Manager of the Lawton Water Authority. Ratliff shall render and perform those services and duties set forth in the Charter of the City of Lawton, Oklahoma, the Ordinances of the City of Lawton, Oklahoma, under the applicable laws of the State of Oklahoma and United States, and such other lawful duties and services as may be delegated to Ratliff by City. Ratliff shall not engage in any other employment during the term of this Agreement, unless he is specifically authorized to do so by a vote of the council.

1.2 **Standard of Performance:** Ratliff shall dutifully, faithfully and professionally perform all functions and duties of the position of City Manager in his capacity as a contract employee under the supervision of the governing body of the City of Lawton. The City Council will review and evaluate the performance of Ratliff periodically during the term of this Agreement. Generally, reviews will be conducted every month, but may occur either more or less often at the discretion of the Council. The Council shall provide Ratliff notice of the evaluation and a meaningful opportunity to discuss his evaluation with the Council in executive session. The evaluation shall not be subject to release unless required by the Oklahoma Open Records Act.



1.3 **Reassignment:** Ratliff cannot be reassigned from the position of City Manager to another position without Ratliff's prior express written consent. However, if the parties agree, Ratliff could return to the City Attorney's Office to resume duties as a municipal attorney.

1.4 **Appropriation:** City agrees to provide, set aside and encumber, and does hereby appropriate, set aside, and encumber legally available and otherwise unappropriated funds of City in an amount sufficient to fund and pay for the financial obligations of City pursuant to this Agreement. Note, notwithstanding the previous statement, to the extent an obligation under this agreement occurs in a future city fiscal year, said obligation is subject to appropriation of such funds by a future city council. Provided the funds are available, future councils shall, to the extent required under Oklahoma law, honor and abide by the terms contained herein.

1.5 **Hours of Work:** Ratliff acknowledges the proper performance of the City Manager's duties require the City Manager to generally observe normal business hours and will also often require the performance of necessary services and duties outside of normal business hours. Ratliff agrees to devote such additional time as is necessary for the full and proper performance of the City Manager's duties and the compensation herein provided includes compensation for the performance of all such services. However, City intends that reasonable time off be permitted the City Manager, such as is customary for a city manager so long as the time off does not interfere with the normal conduct of the office of the City Manager. Ratliff will devote full time and effort to the performance of the City Manager's duties and shall remain in the exclusive employ of Lawton during the term of this Agreement.

1.6 **Residence Requirement:** Ratliff shall reside within the city limits of the City of Lawton at all times during the term of this Agreement.

## **2. COMPENSATION AND BENEFITS**

During the term of this Agreement the City agrees to provide Ratliff gross salary and benefits as follows:

2.1 **Salary:** A salary of Two Hundred Ten Thousand, Seventeen Dollars and 60/100. (\$210,017.60) per annum, beginning on the date of this Agreement (October 24, 2023). The parties agree that this payment of salary shall be paid at the same payroll period intervals as other general employees of the City and said salary shall be paid net of any applicable withholdings or other deductions required by applicable laws and authorities.

2.2 **Benefits - General:** Unless expressly provided otherwise in this Agreement, in addition to those benefits specifically set forth herein, Ratliff shall be entitled to the same benefits that are afforded general employees of the City pursuant to applicable laws and the personnel policies of Lawton.



### 2.3 **Paid Leaves - Vacation, Sick Leave, Holidays and Flex Holidays:**

#### a. Paid Leaves – Vacation, Sick Leave and Flex Days:

(A) With the exception of vacation leave, Ratliff will accrue leave at the same rate set forth in Chapter 17 of Lawton City Code as a newly hired non-union regular full-time employee with the same start date as Ratliff would otherwise accrue. This will equate to: (1) 96 hours of Sick Leave as set forth in City Code Section 17-1-6-163, (2) paid days off for unrecognized City holidays [currently up to 7 or 8 fixed holidays depending upon which day of the week certain holidays fall on during the year] and (3) Flexible Holiday Leave of up to 40 hours per fiscal year as set forth in City Code Section 17-1-6-162. In the event the above referenced section of Chapter 17 are amended by City Council, any such amendment(s) will also apply to Ratliff.

(B) Concerning vacation leave, Ratliff will accrue 160 hours. The accrual will be at a rate of 6.1539 hours per biweekly payroll period equating to a total of one hundred sixty (160) vacation leave hours per year. The vacation accrual rate set forth in this paragraph will supersede the accrual rate Ratliff would otherwise receive under City Code Section 17-1-6-161; however, the other applicable provisions of Section 17-1-6-161 will still apply.

2.4 **Retirement Contributions:** Ratliff's retirement contribution benefit shall be as follows:

The City provides a defined contribution retirement plan through the Oklahoma Municipal Retirement Fund for its non-union full-time employees hired on or after July 1, 2017. Employees in this plan are required to contribute a minimum percentage (3.5%) of their compensation [as defined in the plan] to the plan. The City also contributes a matching percentage, not to exceed an equivalent of 3.5% of the employee's total covered compensation [as defined by the plan]. Access to the City's contributions is subject to a graduated besting requirement over seven years. Ratliff, as a hired employee hired after July 1, 2017, shall be required to participate in this same defined contribution retirement plan. Ratliff's previous years of service with the City will continue to count towards his vesting years and total years of service.

2.5 **Memberships and Associations:** The City shall pay for Ratliff's membership dues in the City Manager's Association of Oklahoma and ICMA. The City shall also pay for Ratliff's Oklahoma Bar Association Dues.

2.6 **Conferences and Meetings:** To the extent appropriations are provided therefor in the City budget, the City shall pay for registration, travel and/or expenses of Ratliff for professional and official travel and meetings to continue the professional development of Ratliff and in furtherance of necessary official functions in his capacity as City Manager of Lawton, such as attendance at the ICMA Annual Conference, the Oklahoma Municipal League Annual Conference, meetings of the City Manager's Association of Oklahoma, etc.



2.7 **Health Insurance:** Should Ratliff elect coverage, Ratliff will be provided health insurance pursuant to the City's group health insurance plan on the same terms and conditions such coverage is provided to the City's non-union full-time employees.

2.8 **City Vehicle:** Ratliff is authorized to use a city vehicle for work to domicile transportation. Additionally Ratliff is authorized to use said vehicle for limited personal use in and around Lawton, Oklahoma.

## **TERM AND TERMINATION OF AGREEMENT**

3.1 **Term of Agreement and Right to Terminate by Lawton:** Notwithstanding the provisions of any other part of this Agreement to the contrary, the City and Ratliff understand and agree that this Agreement shall be for an indefinite term beginning on or about October 24, 2023, and that the City may terminate this Agreement at any time pursuant to the provisions of the City Charter of the City of Lawton. The City and Ratliff further understand and agree that Ratliff serves as City Manager of Lawton at the pleasure of the majority of the whole number of City Council members and five affirmative votes of City Council members may terminate this Agreement and Ratliff's position as City Manager at any time.

3.2 **Termination Events:** This Agreement shall terminate upon any of the following events:

- a. Mutual agreement of the City and Ratliff in writing and signed by both parties; or
- b. Resignation, retirement or death of Ratliff; or
- c. Termination of Ratliff for "good cause" (as defined by paragraph 3.3 below); or
- d. Termination of Ratliff at the pleasure of the City by a majority of the City Council of Lawton for other than "good cause" (as defined in paragraph 3.4 below).

3.3 **Good Cause:** For purposes of this Agreement, the term "good cause" is defined as follows:

- a. Any willful, knowing, grossly negligent, or negligent breach, disregard or habitual ("habitual" being defined herein and hereinafter in this Agreement as occurring on three or more occasions) neglect of any of the provisions of this Agreement, or any willful, knowing, grossly negligent, or negligent breach, disregard or habitual neglect of any duty or obligation required to be performed by Ratliff under this Agreement or under the City Charter and



Ordinances of Lawton and/or the laws of the State of Oklahoma or the United States of America.

- b. Any conviction in a court of competent jurisdiction resulting from misconduct of Ratliff involving an act of moral turpitude, criminal illegality (excepting minor traffic violations), or habitual violations of traffic laws, whether or not related to Ratliff's official duties as City Manager.
- c. Any willful, knowing, grossly negligent, or negligent misapplication or misuse, directly or indirectly, by Ratliff of any public or other funds or other property, real, personal, or mixed, owned by or entrusted to Lawton, any public trust authority of Lawton, any agency or other affiliated entity of Lawton.
- d. Any medical condition that prevents Ratliff from performing or being able to perform his duties as City Manager for a period of time in excess of ninety (90) consecutive days.
- e. In the event of a termination of Ratliff for any grounds set forth in paragraph 3.2, subparagraphs (a), (b) or (c), Ratliff shall have no right to receive any severance pay as set forth in this Agreement or to receive any other benefits set forth within this Agreement. In the event of a termination as set forth within this paragraph, Ratliff will be entitled to receive any accrued but unused vacation days, computed on an hourly basis determined by dividing Ratliff's then current base annual salary divided by 2080 hours. In addition, Ratliff shall receive any accrued but unpaid prorated salary from the date of the last payroll check issued to Ratliff up to and including his date of termination.

#### 3.4 **Termination at the Pleasure of Lawton for Other than "Good Cause":**

The City and Ratliff understand and agree that the City Council of Lawton may at its pleasure and without any cause terminate this Agreement and terminate Ratliff as City Manager at any time by a majority vote of five (5) members of the City Council of Lawton as provided for in paragraph 3.1 of this Agreement and the Lawton City Charter. In the event the City terminates this Agreement and Ratliff as City Manager under the provisions of paragraph 3.2(d) above, Ratliff shall be entitled to receive a severance as follows: (a) if Ratliff is terminated within twelve months (12) of his employment as City Manager, Ratliff shall be entitled to eighteen (18) months of Ratliff's current base salary at the time of termination; (b) if Ratliff is terminated after between twelve (12) months and twenty-four (24) months of service as City Manager, Ratliff shall be entitled to one (1) year of Ratliff's current base salary at the time of termination; and (c) if Ratliff is terminated at or after thirty-six months of service as City Manager, Ratliff shall be entitled to six (6) months of Ratliff's current base salary at the time of termination. Ratliff shall also receive



any accrued but unused vacation days, computed on an hourly basis determined by dividing Ratliff's then current annual base salary by 2080 hours. In addition to the severance set forth within this paragraph, Ratliff shall receive any accrued but unpaid salary prorated from the date of his last payroll check up to and including his date of termination. The City and Ratliff further agree that the severance payment to be made under this paragraph 3.4 may be paid at the sole option of the City either in a lump sum payment within ten (10) days of the date of termination of Ratliff as City Manager or at the sole option of the City may be paid monthly beginning on the 10<sup>th</sup> day of the month following the termination of Ratliff as City Manager.

#### **4. GENERAL PROVISIONS**

4.1 **Complete Agreement and Amendments to Agreement:** This Agreement sets forth and establishes the entire understanding between the City and Ratliff relating to the employment of Ratliff as City Manager by Lawton. Any prior discussions or representations either in writing or verbally by and between the parties are merged into this Agreement and rendered as null and void by this Agreement; i.e. this agreement shall supersede any previous agreements between the parties. The parties by mutual written signed Agreement may amend any provision of this Agreement during the term of this Agreement and any such amendments shall be incorporated and made a part of this Agreement.

4.2 **Binding Effect:** This Agreement shall be binding on the City and Ratliff as well as the heirs, executors, assigns, personal representatives, and successors in interest to each of the respective parties hereto.

4.3 **Savings Clause:** If any term or provision of this Agreement is declared by a court of competent jurisdiction to be illegal, unenforceable or void, such determination shall not affect the validity or enforceability of the remaining terms and provisions of this Agreement or the validity or enforceability of the Agreement.

4.4 **Controlling Law and Venue:** This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Oklahoma. The venue of any action filed concerning this Agreement or any provision thereof shall be filed in the district court of Comanche County, State of Oklahoma.

IN WITNESS WHEREOF, the parties have executed this Agreement the \_\_\_\_ day of November 2023.

CITY OF LAWTON, OKLAHOMA  
a municipal corporation,

BY: \_\_\_\_\_  
STANLEY BOOKER, MAYOR



ATTEST:

---

DONALYNN BLAZEK-SCHERLER,  
CITY CLERK

---

JOHN RATLIFF,  
CITY MANAGER

Approved as to form and legality this \_\_\_\_ day of November 2023.

---

TIMOTHY WILSON,  
INTERIM CITY ATTORNEY





# City of Lawton

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

## Commentary

---

**File #:** 23-999

**Agenda Date:** 11/14/2023

**Agenda No:** 3.

---

**ITEM TITLE:**

Consider accepting temporary construction easements and permanent utility and access easements from Richard Properties, LLC, M2 Real Estate, LLC, Snell & Faustner, LLC, and Powers Family Properties, LLC, for the Cache Road water main and sidewalk project, authorizing the Mayor and City Clerk to execute the documents, and payments for the same.

**INITIATOR:** W. Rusty Whisenhunt, Director of Public Utilities

**STAFF INFORMATION SOURCE:** W. Rusty Whisenhunt, Director of Public Utilities  
Cindy Augustine, Real Property Coordinator

**BACKGROUND:** Temporary and permanent utility and access easements are required for the Cache Road water main and sidewalk project. After negotiations with the property owners, the amount agreed upon for the required easements at 2002 NW Cache Road from Richard Properties, LLC. is \$6,000, 3414 NW Cache Road from M2 Real Estate, LLC. is \$22,500, 3140 NW Cache Road from Snell & Faustner, LLC. is \$8,000, and 1930 NW Cache Road from Powers Family Properties, LLC. is \$24,479. The rehabilitation of the water system provides for safe Community through safe drinking water and places the Citizens need first in accordance with the goals True North Culture Statement

**EXHIBIT:** Easement Documents

**KEY ISSUES:** N/A

**FUNDING SOURCE:** Acct # 7050000-54020 DWSRF loan funding

**STAFF RECOMMENDED COUNCIL ACTION:** Accept the temporary construction easements and permanent utility and access easements from Richard Properties, LLC, M2 Real Estate, LLC, Snell & Faustner, LLC, and Powers Family Properties, LLC, for the Cache Road water main and sidewalk project, authorize the Mayor and City Clerk to execute the documents, and payments for the same.



**PERMANENT UTILITY AND ACCESS EASEMENT**  
(Individual Form)

KNOW ALL MEN BY THESE PRESENTS:

THAT, **Richard Properties, LLC**, of Comanche County, State of Oklahoma, hereinafter referred to as "Grantor", in consideration of the sum of Ten and no/100 Dollars (\$10.00) and other valuable considerations in hand paid, the receipt of which is hereby acknowledged, do hereby Grant, Bargain, Sell and Convey unto

**CITY OF LAWTON, A MUNICIPAL CORPORATION, of 212 SW 9th STREET, LAWTON, OKLAHOMA 73501**, Comanche County, State of Oklahoma, hereinafter referred to as "Grantee", its successors and assigns, a Permanent Easement for public access and sidewalk and utility right-of-way in, over, under, across and along, and upon the following described real property and premises situated in Comanche County, State of Oklahoma, to-wit:

See attached exhibit "A" and "B"

with the right of ingress and egress to and from the same for the purpose of installing, constructing, operating, maintaining, repairing and replacing in, over, under, through, and upon the real property adjacent to the said property as described a street, road, sewer line, a water line, drainage channel and any other public utility or utilities, along with the further right to operate, maintain, repair or replace the same.

And,

with the right of ingress and egress to and from the same for the purpose of passage in, over, through, upon, maintaining, repairing and replacing the said property.

This easement will be used for various construction purposes that the Grantee, its employees, agents and contractors may determine are necessary for the execution of such work, including but not limited to storage and operation of construction equipment, stockpiling of materials, and for any other purposes associated with the construction work.

Signed and delivered this 18th day of August 2023.



RICHARD PROPERTIES LLC

Joseph P. Richard  
Joseph P. Richard, Manager

=====

**INDIVIDUAL ACKNOWLEDGMENT**

STATE OF OKLAHOMA    )  
                                      )    SS  
COUNTY OF COMANCHE)

Before me, the undersigned, a Notary Public in and for said County and State on this 18th day of August, 2023, personally appeared, **Richard Properties, LLC**, to me known to be the identical person who executed the within and foregoing instrument and acknowledged to me that they executed the same as their free and voluntary act and deed, for the uses and purposes therein set forth.

Given under my hand and seal the day and year last above written.

Megan Loftis  
Notary Public

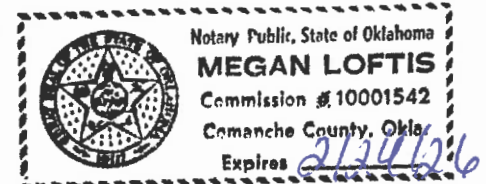
My commission expires:

2/24/2026

My commission number:

10001542

**ACCEPTANCE**



Accepted by the Lawton City Council for and on behalf of the City of Lawton, Oklahoma, this \_\_\_\_\_ day of \_\_\_\_\_ 2023.

**CITY OF LAWTON, OKLAHOMA**  
a municipal corporation

**ATTEST:**

\_\_\_\_\_  
Stan Booker, Mayor

\_\_\_\_\_  
Traci L. Hushbeck, City Clerk

APPROVED as to form and legality on behalf of the City of Lawton this \_\_\_\_\_ day of \_\_\_\_\_ 2023.

\_\_\_\_\_  
John Ratliff, City Attorney



# EXHIBIT 'A'

LOT1 BLOCK23-PERM  
LIBERTY HEIGHTS ADDITION, LAWTON, OKLAHOMA

## LEGAL DESCRIPTION

PART OF LOT 1, BLOCK 23, LIBERTY HEIGHTS ADDITION TO COMANCHE COUNTY, OKLAHOMA, ACCORDING TO THE RECORDED PLAT THEREOF, MORE PARTICULARLY DESCRIBED AS:

BEGINNING AT THE NORTHEAST CORNER OF SAID LOT 1, BLOCK 23, LIBERTY HEIGHTS ADDITION; THENCE S0°13'07"W A DISTANCE OF 10.00 FEET; THENCE N89°43'53"W A DISTANCE OF 143.95 FEET; THENCE N0°13'07"E A DISTANCE OF 10.00 FEET; THENCE S89°43'53"E A DISTANCE OF 143.95 FEET TO THE POINT OF BEGINNING, CONTAINING 1.439 SQUARE FEET, OR 0.03 ACRES MORE OR LESS.

### SURVEYOR'S CERTIFICATE

I, MICHAEL ROYCE, A PROFESSIONAL LAND SURVEYOR IN THE STATE OF OKLAHOMA, DO HEREBY STATE THAT THE ABOVE MAP REPRESENTS A SURVEY PERFORMED IN THE FIELD AND IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AS OF THIS DATE. THIS EXHIBIT MEETS THE OKLAHOMA MINIMUM STANDARDS FOR THE PRACTICE OF LAND SURVEYING AS ADOPTED BY THE OKLAHOMA STATE BOARD OF LICENSURE FOR PROFESSIONAL ENGINEERS AND LAND SURVEYORS

### BASIS OF BEARING

The Bearing Base shown are grid bearings and were derived using the North American Datum of 1988 (NAD83) Oklahoma South Zone, U.S. Feet. Legal Description prepared by or under the direct supervision of MICHAEL A. ROYCE PLS# 1627



MICHAEL ROYCE PLS# 1627  
NO. CA 1487  
EXP. 06/30/2023

SEE EXHIBIT 'B' FOR ASSOCIATED SKETCH

Project: CACHE ROAD WATER MAIN - 2022  
Location: LOT 1 BLOCK 23 LIBERTY HEIGHTS ADDITION  
LAWTON, COMANCHE COUNTY, OKLAHOMA  
Client: JACOBS ENGINEERING GROUP, INC.

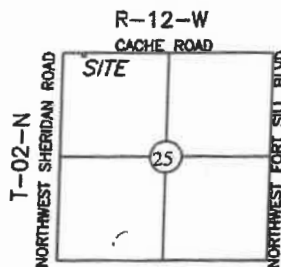
Surveyed By: MAR  
Drawn By: LAG  
Approved By: MAR  
Date: 2023/01/20  
Scale:  
Project No:

Meshek & Associates, LLC  
1437 South Boulder Ave. #1550  
Tulsa, Oklahoma 74119  
CoA No. 1487  
Expires June 30, 2023

SHEET NUMBER  
1  
1 OF 2



LOT1 BLOCK23-PERM  
LIBERTY HEIGHTS ADDITION, LAWTON, OKLAHOMA



See Exhibit 'A' for Associated Legal Description

SHEET NUMBER		
2		
2	OF	2



## PUBLIC ACCESS EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

THAT **M2 Real Estate, LLC**, an **Oklahoma Limited Liability Company**, whose address is 1107 Marlboro Lane, Nichols Hills, OK 73116-6218, hereinafter referred to as "Grantor", in consideration of the sum of Ten and no/100 Dollars (\$10.00) and other valuable considerations in hand paid, the receipt of which is hereby acknowledged, on behalf of the Grantor and said Grantor's executors, administrators, successors and assigns, hereby Grant, Bargain, Sell and Convey unto

**THE CITY OF LAWTON, A MUNICIPAL CORPORATION**, of 212 SW 9th STREET, **LAWTON, OKLAHOMA 73501**, Comanche County, State of Oklahoma, hereinafter referred to as "Grantee", its administrators, successors and assigns, a Permanent Easement for public access and sidewalk right-of-way in, over, across and along, and upon the following described real property and premises situated in Comanche County, State of Oklahoma to-wit:

(Legal Description)  
See attached exhibit "A"

with the right of ingress and egress to and from the same for the purpose of passage in, over, through, upon, maintaining, repairing and replacing the said property.

Signed and delivered this 26<sup>th</sup> day of October, 2023.

**M2 Real Estate, LLC**

  
\_\_\_\_\_  
Mac E. Moore, Manager

INDIVIDUAL ACKNOWLEDGEMENT



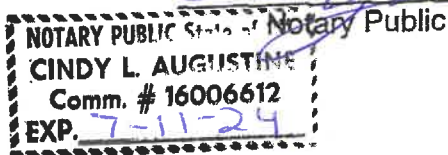
STATE OF OKla )  
COUNTY OF Comanch ) SS

Before me, the undersigned, a Notary Public in and for said County and State on this 26<sup>th</sup> day of October, 2023, personally appeared **Mac E. Moore**, **Manager of M2 Real Estate, LLC.** to me known to be the identical person who executed the within and foregoing instrument and acknowledged to me that he executed the same as his free and voluntary act and deed for the uses and purposes therein set forth.

Given under my hand and seal the day and year last above written.

My commission expires:

My commission number:



=====

**ACCEPTANCE**

Accepted by the Lawton City Council for and on behalf of the City of Lawton, Oklahoma, this \_\_\_\_ day of \_\_\_\_\_, 2023.

**THE CITY OF LAWTON, OKLAHOMA**  
a municipal corporation

\_\_\_\_\_  
Stanley Booker, Mayor

**ATTEST:**

\_\_\_\_\_  
Donalynn Blazek-Scherler, City Clerk

APPROVED as to form and legality on behalf of the City of Lawton this \_\_\_\_ day of \_\_\_\_\_, 2023.

\_\_\_\_\_  
Tim Wilson, Acting City Attorney



**EXHIBIT 'A'**  
**LOT 3 & 4 BLOCK 7 - PERM**  
**GREER ADDITION, LAWTON, OKLAHOMA**

**LEGAL DESCRIPTION**

PART OF LOTS 3 & 4, GREER ADDITION TO COMANCHE COUNTY, OKLAHOMA, ACCORDING TO THE RECORDED PLAT THEREOF, MORE PARTICULARLY DESCRIBED AS:

BEGINNING AT THE NORTHWEST CORNER OF SAID LOT 4; THENCE S89°06'47"E A DISTANCE 364.01 FEET; THENCE S00°24'58"W A DISTANCE OF 17.00 FEET; THENCE N89°06'47"W A DISTANCE OF 364.01 FEET; THENCE N00°24'58"E A DISTANCE OF 17.00 FEET TO THE POINT OF BEGINNING, CONTAINING 6,188 SQUARE FEET OR 0.14 ACRES MORE OR LESS.

**SURVEYOR'S CERTIFICATE**

I, MICHAEL ROYCE, A PROFESSIONAL LAND SURVEYOR IN THE STATE OF OKLAHOMA, DO HEREBY STATE THAT THE ABOVE MAP REPRESENTS A SURVEY PERFORMED IN THE FIELD AND IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AS OF THIS DATE. THIS EXHIBIT MEETS THE OKLAHOMA MINIMUM STANDARDS FOR THE PRACTICE OF LAND SURVEYING AS ADOPTED BY THE OKLAHOMA STATE BOARD OF LICENSURE FOR PROFESSIONAL ENGINEERS AND LAND SURVEYORS.

**BASIS OF BEARING**

The Bearing Base shown are grid bearings and were derived using the North American Datum of 1983 (NAD83) Oklahoma South Zone, U.S. Feet. Legal Description prepared by or under the direct supervision of MICHAEL A. ROYCE PLS# 1627



*Michael Royce*  
 MICHAEL ROYCE PLS# 1627  
 NO. CA 1487  
 EXP. 06/30/2023

SEE EXHIBIT 'B' FOR ASSOCIATED SKETCH

Project: **CACHE ROAD WATER MAIN - 2022**  
 Project Location: **LOT 3 & 4 BLOCK 7 GREER ADDITION LAWTON, COMANCHE COUNTY, OKLAHOMA**  
 Client: **JACOBS ENGINEERING GROUP, INC.**

Surveyed By: **MAR**  
 Drawn By: **LAG**  
 Approved By: **MAR**  
 Date: **2023/01/19**  
 Scale:  
 Project No:

**Meshek & Associates, LLC**  
 1437 South Boulder Ave. #1550  
 Tulsa, Oklahoma 74119  
 CoA No. 1487  
 Expires June 30, 2023

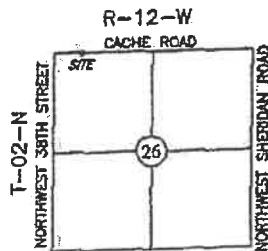
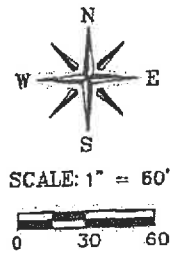
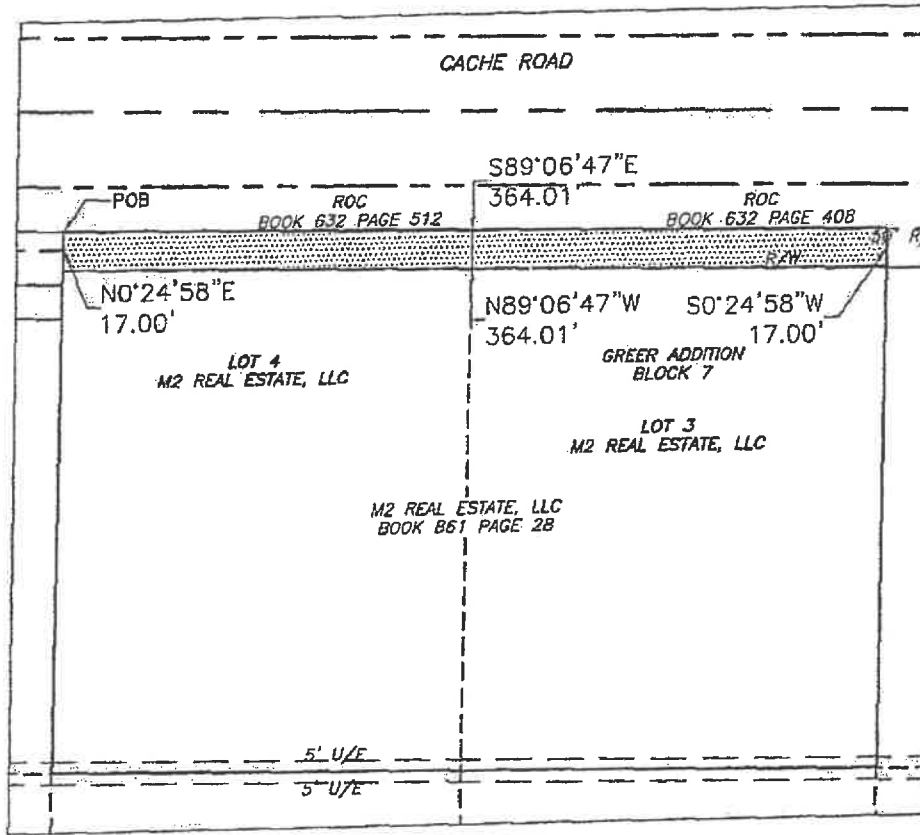
**SHEET NUMBER**  
**1**  
 1 of 2

M:\Users\JLAC22\OneDrive\OneDrive - Jacobs Engineering Group, Inc.\Projects\2022\01\19\LOT 3 & 4 BLOCK 7 - PERM\LOT 3 & 4 BLOCK 7 - PERM.dwg 2/2/2023 1:15:00 PM JLAG



# EXHIBIT 'B'

LOT 3&4 BLOCK 7 - PERM  
GREER ADDITION, LAWTON, OKLAHOMA



## SURVEY CONTROL DATA

Basis of Bearings: The Bearings Shown are derived from the North American Datum of 1988 (NAD83) and are Grid Bearings.

PERMANENT U/E  
TEMPORARY CONSTRUCTION EASEMENT

## LEGEND

LOT LINE  
ROW LINE  
EASEMENT  
BUILDING

See Exhibit 'A' for Associated Legal Description

Project: CACHE ROAD WATER MAIN - 2022

Project Location:

Client: JACOBS ENGINEERING GROUP, INC

Surveyed By: MR  
Drawn By: LAG  
Approved By: MR  
Date: 2023/01/25  
Scale: 1" = 60'  
Project No:

Meshek & Associates, LLC  
1437 South Boulder Ave. #1550  
Tulsa, Oklahoma 74119  
CoA No. 1487  
Expires June 30, 2023

SHEET NUMBER

2

2

2



**TEMPORARY CONSTRUCTION EASEMENT**  
(Individual Form)

KNOW ALL MEN BY THESE PRESENTS:

THAT, **Snell & Faustner, LLC, an Oklahoma Limited Liability Company, of 3140 NW Cache Road, Lawton, OK 73505**, of Comanche County, State of Oklahoma, hereinafter referred to as "Grantor", in consideration of the sum of Ten and no/100 Dollars (\$10.00) and other valuable considerations in hand paid, the receipt of which is hereby acknowledged, do hereby Grant, Bargain, Sell and Convey unto **CITY OF LAWTON, A MUNICIPAL CORPORATION, of 212 SW 9th STREET, LAWTON, OKLAHOMA 73501**, Comanche County, State of Oklahoma, hereinafter referred to as "Grantee", its successors and assigns, a Temporary Construction Easement and right-of-way in, over, under, across and along, and upon the following described real property and premises situated in Comanche County, State of Oklahoma, to-wit:

See attached exhibit "A" and "B"

with the right of ingress and egress to and from the same for the purpose of installing, constructing, operating, maintaining, repairing and replacing in, over, under, through, and upon the real property adjacent to the said property as described a street, road, sewer line, a water line, drainage channel and any other public utility or utilities, along with the further right to operate, maintain, repair or replace the same.

This easement will be used for various construction purposes that the Grantee, its employees, agents and contractors may determine are necessary for the execution of such work, including but not limited to storage and operation of construction equipment, stockpiling of materials, and for any other purposes associated with the construction work. All of the rights of the Grantee in and to this easement shall terminate upon acceptance of the completed construction of the Cache Road Waterline Replacement Project, Project # PU2107.

Signed and delivered this 27<sup>th</sup> day of October 2023.



  
\_\_\_\_\_  
Stephen W. Snell III, Manager

=====

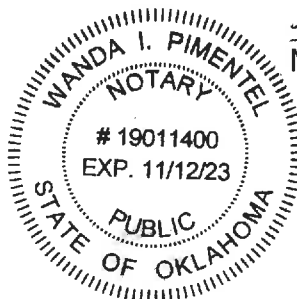
**LIMITED LIABILITY COMPANY ACKNOWLEDGMENT**

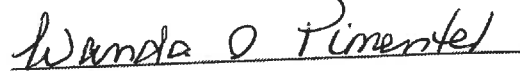
STATE OF OKLAHOMA     )  
                                      )     SS  
COUNTY OF COMANCHE)

Before me, the undersigned, a Notary Public in and for said County and State on this 27<sup>th</sup> day of October, 2023, personally appeared **Stephens W. Snell III, Manager**, to me known to be the identical persons who executed the within and foregoing instrument, and acknowledged to me that they executed the same as their free and voluntary act and deed, for the uses and purposes therein set forth.

Given under my hand and seal the day and year last above written.

My commission expires:  
11-12-2023  
My commission number:  
19011400



  
\_\_\_\_\_  
Notary Public

=====

**ACCEPTANCE**

Accepted by the Lawton City Council for and on behalf of the City of Lawton,  
Oklahoma, this \_\_\_\_\_ day of \_\_\_\_\_ 2023.



**CITY OF LAWTON, OKLAHOMA**  
**a municipal corporation**

**ATTEST:**

\_\_\_\_\_  
Stan Booker, Mayor

\_\_\_\_\_  
Donalynn Blazek-Scherler, City Clerk

APPROVED as to form and legality on behalf of the City of Lawton this \_\_\_\_\_ day  
of \_\_\_\_\_ 2023.

\_\_\_\_\_  
Tim Wilson, Acting City Attorney



**EXHIBIT 'A'**  
**26,T-2-N,R-12-W, TEMP**

**LEGAL DESCRIPTION**

PART OF THE NE 1/4 OF THE NW 1/4 OF SECTION 26 TOWNSHIP 2 NORTH 12 WEST, COMANCHE COUNTY, OKLAHOMA, ACCORDING TO THE RECORDED PLAT THEREOF, MORE PARTICULARLY DESCRIBED AS:

COMMENCING AT THE NORTHWEST CORNER OF SECTION 26 TOWNSHIP 2 NORTH RANGE 12 WEST, THENCE S89°06'47"E A DISTANCE OF 1749.79 FEET; THENCE S00°53'13"W A DISTANCE OF 66.93 FEET TO A POINT ON THE SOUTH RIGHT OF WAY LINE OF CACHE ROAD ALSO BEING THE POINT OF BEGINNING; THENCE S00°53'13"W A DISTANCE OF 81.47 FEET; THENCE S89°05'42"E A DISTANCE OF 26.33 FEET; THENCE N00°53'13"E A DISTANCE OF 81.50 FEET; THENCE N89°10'50"W A DISTANCE OF 26.33 FEET TO THE POINT OF BEGINNING, CONTAINING 2145.48 SQUARE FEET OR 0.05 ACRES MORE OR LESS.

**SURVEYOR'S CERTIFICATE**

I, MICHAEL ROYCE, A PROFESSIONAL LAND SURVEYOR IN THE STATE OF OKLAHOMA, DO HEREBY STATE THAT THE ABOVE MAP REPRESENTS A SURVEY PERFORMED IN THE FIELD AND IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AS OF THIS DATE. THIS EXHIBIT MEETS THE OKLAHOMA MINIMUM STANDARDS FOR THE PRACTICE OF LAND SURVEYING AS ADOPTED BY THE OKLAHOMA STATE BOARD OF LICENSURE FOR PROFESSIONAL ENGINEERS AND LAND SURVEYORS

**BASIS OF BEARING**

The Bearing Base shown are grid bearings and were derived using the North American Datum of 1988 (NAD83) Oklahoma South Zone, U.S. Feet. Legal Description prepared by or under the direct supervision of MICHAEL A. ROYCE PLS# 1627



MICHAEL ROYCE PLS# 1627  
NO. CA 1487  
EXP. 06/30/2025

SEE EXHIBIT 'B' FOR ASSOCIATED SKETCH

Project: **CACHE ROAD WATER MAIN - 2022**  
Project Location: **26,T-2-N,R-12-W, PERM**  
Client: **JACOBS ENGINEERING GROUP, INC.**

Surveyed By: **MR**  
Drawn By: **BM**  
Approved By: **MR**  
Date: **10/12/2023**  
Scale:  
Project No:

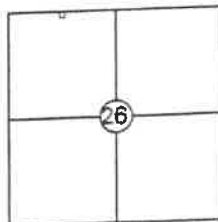
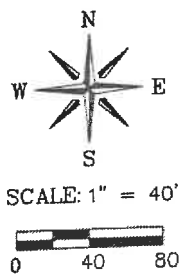
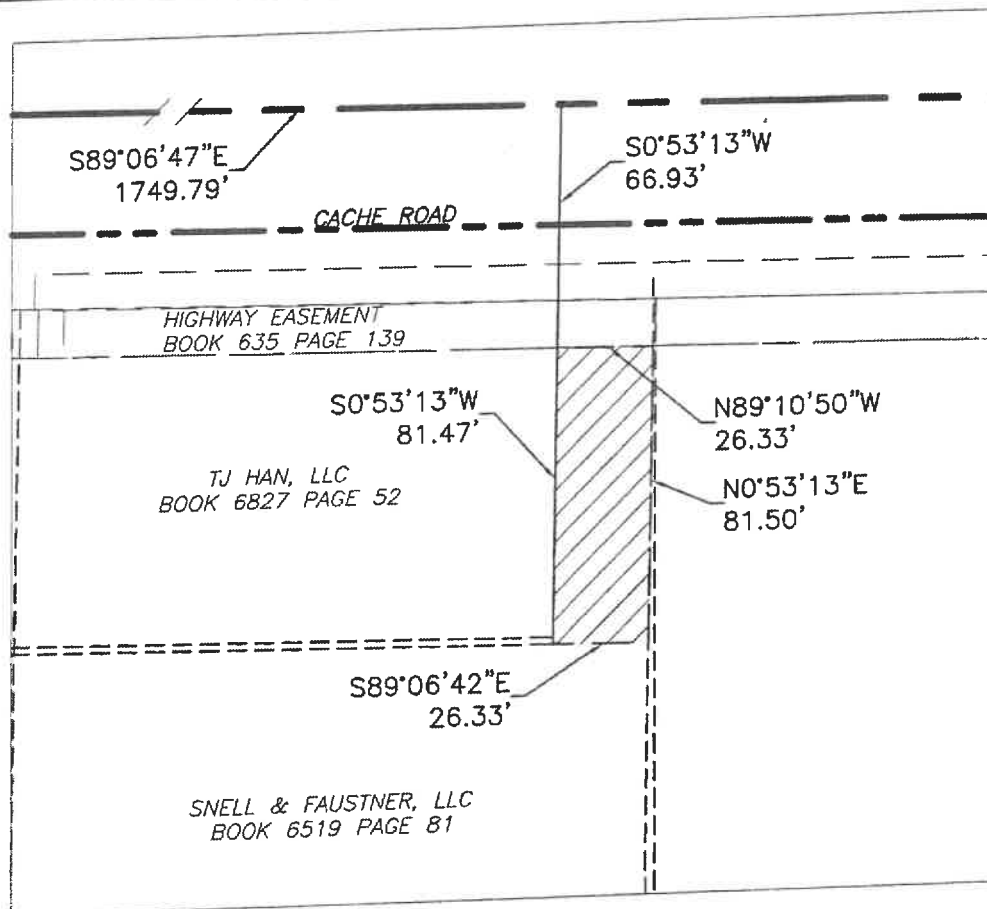
**Meshek & Associates, LLC**  
1437 South Boulder Ave. #1550  
Tulsa, Oklahoma 74119  
CoA No. 1487  
Expires June 30, 2025

**SHEET NUMBER**  
**1**  
1 2



# EXHIBIT 'B'

27,T-2-N,R-12-W, TEMP



## SURVEY CONTROL DATA

Basis of Bearings: The Bearings Shown are derived from the North American Datum of 1988 (NAD83) and are Grid Bearings.

## LEGEND

	PERMANENT U/E	LOT LINE	----
	TEMPORARY CONSTRUCTION EASEMENT	ROW LINE	=====
		EASEMENT	----
		BUILDING	----

See Exhibit 'A' for Associated Legal Description

Project: CACHE ROAD WATER MAIN - 2022

Project Location: 26,T-2-N,R-12-W

Client: JACOBS ENGINEERING GROUP, INC

Surveyed By: MR  
 Drawn By: BM  
 Approved By: MR  
 Date: 10/12/23  
 Scale: 1" = 40'  
 Project No:

Meshek & Associates, LLC  
 1437 South Boulder Ave. #1550  
 Tulsa, Oklahoma 74119  
 CoA No. 1487  
 Expires June 30, 2025

SHEET NUMBER

2

2 SHEET 2



**PERMANENT UTILITY AND ACCESS EASEMENT**  
(Individual Form)

KNOW ALL MEN BY THESE PRESENTS:

THAT, **Powers Family Properties, LLC**, an **Oklahoma limited liability company**, of Comanche County, State of Oklahoma, hereinafter referred to as "Grantor", in consideration of the sum of Ten and no/100 Dollars (\$10.00) and other valuable considerations in hand paid, the receipt of which is hereby acknowledged, do hereby Grant, Bargain, Sell and Convey unto

**CITY OF LAWTON, A MUNICIPAL CORPORATION**, of 212 SW 9th STREET, **LAWTON, OKLAHOMA 73501**, Comanche County, State of Oklahoma, hereinafter referred to as "Grantee", its successors and assigns, a Permanent Easement for public access and sidewalk and utility right-of-way in, over, under, across and along, and upon the following described real property and premises situated in Comanche County, State of Oklahoma, to-wit:

See attached exhibit "A" and "B"

with the right of ingress and egress to and from the same for the purpose of installing, constructing, operating, maintaining, repairing and replacing in, over, under, through, and upon the real property adjacent to the said property as described a street, road, sewer line, a water line, drainage channel and any other public utility or utilities, along with the further right to operate, maintain, repair or replace the same.

And,

with the right of ingress and egress to and from the same for the purpose of passage in, over, through, upon, maintaining, repairing and replacing the said property.

This easement will be used for various construction purposes that the Grantee, its employees, agents and contractors may determine are necessary for the execution of such work, including but not limited to storage and operation of construction equipment, stockpiling of materials, and for any other purposes associated with the construction work.

Signed and delivered this 26 day of October 2023.

POWERS FAMILY PROPERTY, LLC



Trevor Powers, Manager



=====

**INDIVIDUAL ACKNOWLEDGMENT**

STATE OF OKLAHOMA     )  
                                      )     SS  
COUNTY OF COMANCHE)

Before me, the undersigned, a Notary Public in and for said County and State on this 26 day of October, 2023, personally appeared, **Trevor Powers, as Manager of Powers Family Properties, LLC**, to me known to be the identical person who executed the within and foregoing instrument and acknowledged to me that they executed the same as their free and voluntary act and deed, for the uses and purposes therein set forth.

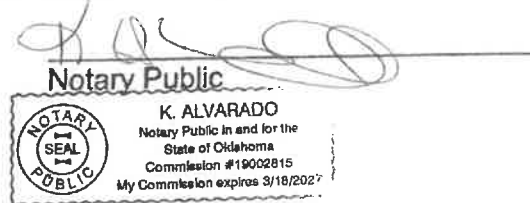
Given under my hand and seal the day and year last above written.

My commission expires:

3-18-2027

My commission number:

#19002815



=====

**ACCEPTANCE**

Accepted by the Lawton City Council for and on behalf of the City of Lawton, Oklahoma, this \_\_\_\_\_ day of \_\_\_\_\_ 2023.

**CITY OF LAWTON, OKLAHOMA**  
**a municipal corporation**

**ATTEST:**

\_\_\_\_\_  
Stan Booker, Mayor

\_\_\_\_\_  
Donalynn Blazek-Scherler, City Clerk

APPROVED as to form and legality on behalf of the City of Lawton this \_\_\_\_\_ day of \_\_\_\_\_ 2023.

\_\_\_\_\_  
Tim Wilson, Acting City Attorney



# EXHIBIT 'A'

LOT 13 BLOCK 22 - PERM  
LIBERTY HEIGHTS ADDITION, LAWTON, OKLAHOMA

## LEGAL DESCRIPTION

PART OF LOT 13, BLOCK 22, LIBERTY HEIGHTS ADDITION TO COMANCHE COUNTY, OKLAHOMA, ACCORDING TO THE RECORDED PLAT THEREOF, MORE PARTICULARLY DESCRIBED AS:

BEGINNING AT THE NORTHEAST CORNER OF SAID LOT 13, BLOCK 22, LIBERTY HEIGHTS ADDITION; THENCE S0°13'07"W A DISTANCE OF 15.00 FEET; THENCE N89°43'53"W A DISTANCE OF 57.33 FEET; THENCE N0°13'07"E A DISTANCE OF 15.00 FEET; THENCE S89°43'53"E A DISTANCE OF 57.33 FEET TO THE POINT OF BEGINNING, CONTAINING 860 SQUARE FEET, OR 0.02 ACRES MORE OR LESS.

### SURVEYOR'S CERTIFICATE

I, MICHAEL ROYCE, A PROFESSIONAL LAND SURVEYOR IN THE STATE OF OKLAHOMA, DO HEREBY STATE THAT THE ABOVE MAP REPRESENTS A SURVEY PERFORMED IN THE FIELD AND IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AS OF THIS DATE. THIS EXHIBIT MEETS THE OKLAHOMA MINIMUM STANDARDS FOR THE PRACTICE OF LAND SURVEYING AS ADOPTED BY THE OKLAHOMA STATE BOARD OF LICENSURE FOR PROFESSIONAL ENGINEERS AND LAND SURVEYORS

### BASIS OF BEARING

The Bearing Base shown are grid bearings and were derived using the North American Datum of 1988 (NAD83) Oklahoma South Zone, U.S. Feet. Legal Description prepared by or under the direct supervision of MICHAEL A. ROYCE PLS# 1627



*Michael Royce*  
MICHAEL ROYCE PLS# 1627  
NO. CA 1487  
EXP. 06/30/2023

SEE EXHIBIT 'B' FOR ASSOCIATED SKETCH

Project: CACHE ROAD WATER MAIN - 2022

Project Location: LOT 13 BLOCK 22 LIBERTY HEIGHTS ADDITION  
LAWTON, COMANCHE COUNTY, OKLAHOMA

Client: JACOBS ENGINEERING GROUP, INC.

Surveyed By: MAR

Drawn By: LAG

Approved By: MAR

Date: 2023/01/20

Scale:

Project No:

**Meshek & Associates, LLC**  
1437 South Boulder Ave. #1550  
Tulsa, Oklahoma 74119  
CoA No. 1487  
Expires June 30, 2023

SHEET NUMBER

1

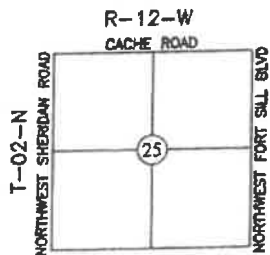
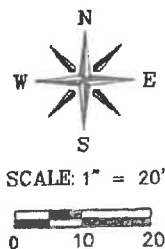
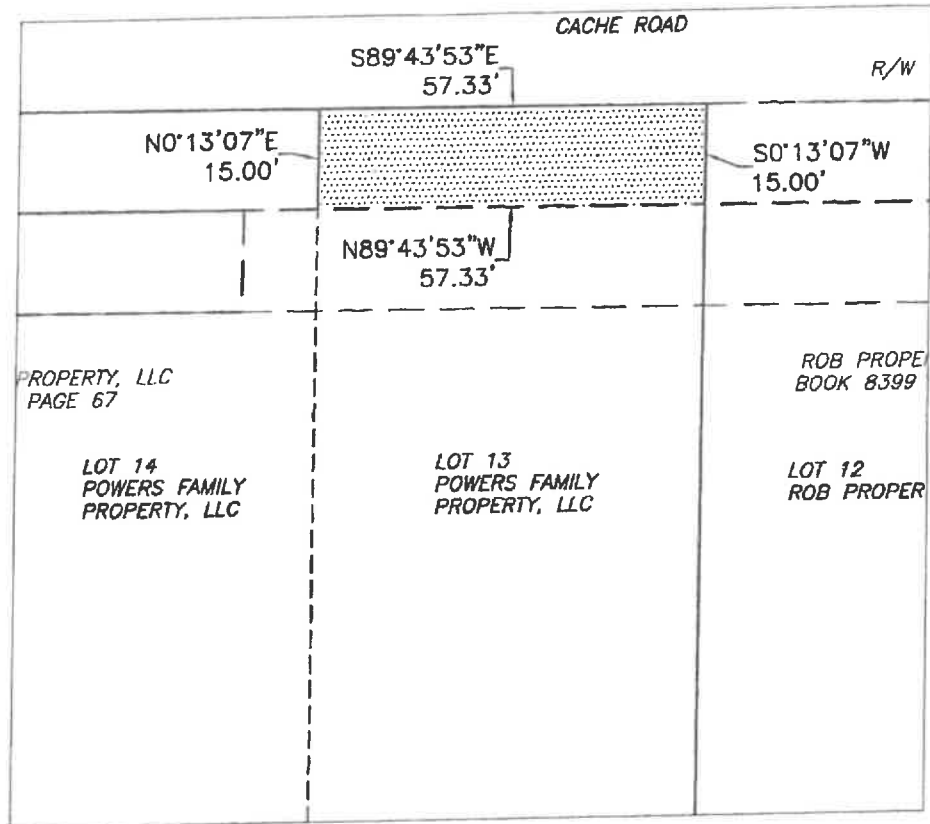
1 OF 2

M:\1988\01\ACD2 Lawton Cache Road Water Main\Forms\CAO\06/30/2023\1627 - 1.dwg 17/01/2023 8:26:15 AM Microsoft Plot to PDF



# EXHIBIT 'B'

LOT 13 BLOCK 22 - PERM  
LIBERTY HEIGHTS ADDITION, LAWTON, OKLAHOMA



## SURVEY CONTROL DATA

Basis of Bearings: The Bearings  
Shown are derived from the North  
American Datum of 1988 (NAD83) and  
are Grid Bearings.

## LEGEND

	PERMANENT U/E	LOT LINE	---
	TEMPORARY CONSTRUCTION EASEMENT	PARCEL LINE	---
		ROW LINE	---
		EASEMENT	---
		BUILDING	---

See Exhibit 'A' for Associated Legal Description

Project: CACHE ROAD WATER MAIN - 2022

Project Location: LOT 13 BLOCK 22 LIBERTY HEIGHTS ADDITION  
LAWTON, COMANCHE COUNTY, OKLAHOMA

Client: JACOBS ENGINEERING GROUP, INC.

Surveyed By: MAR  
Drawn By: LAG  
Approved By: MAR  
Date: 2023/01/20  
Scale: 1" = 20'  
Project No:

Meshek & Associates, LLC  
1437 South Boulder Ave. #1550  
Tulsa, Oklahoma 74119  
CoA No. 1487  
Expires June 30, 2023

SHEET NUMBER  
2  
2 of 2

M:\Meshek\1487\Lawton\Cache Road Water Main\Survey\CACHE ROAD WATER MAIN - 2022 - 1487.dwg, 12/20/2023 2:26:34 PM, Meshek & Associates, LLC



# EXHIBIT 'A'

LOT 14 BLOCK 22 - PERM  
LIBERTY HEIGHTS ADDITION, LAWTON, OKLAHOMA

## LEGAL DESCRIPTION

PART OF LOT 14, BLOCK 22, LIBERTY HEIGHTS ADDITION TO COMANCHE COUNTY, OKLAHOMA, ACCORDING TO THE RECORDED PLAT THEREOF, MORE PARTICULARLY DESCRIBED AS:

BEGINNING AT THE NORTHEAST CORNER OF SAID LOT 14, BLOCK 22, LIBERTY HEIGHTS ADDITION; THENCE S0°13'07"W A DISTANCE OF 15.00 FEET; THENCE N89°43'53"W A DISTANCE OF 54.33 FEET; THENCE N0°13'07"E A DISTANCE OF 15.00 FEET; THENCE S89°43'53"E A DISTANCE OF 54.33 FEET TO THE POINT OF BEGINNING, CONTAINING 815 SQUARE FEET, OR 0.02 ACRES MORE OR LESS.

### SURVEYOR'S CERTIFICATE

I, MICHAEL ROYCE, A PROFESSIONAL LAND SURVEYOR IN THE STATE OF OKLAHOMA, DO HEREBY STATE THAT THE ABOVE MAP REPRESENTS A SURVEY PERFORMED IN THE FIELD AND IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AS OF THIS DATE. THIS EXHIBIT MEETS THE OKLAHOMA MINIMUM STANDARDS FOR THE PRACTICE OF LAND SURVEYING AS ADOPTED BY THE OKLAHOMA STATE BOARD OF LICENSURE FOR PROFESSIONAL ENGINEERS AND LAND SURVEYORS

### BASIS OF BEARING

The Bearing Base shown are grid bearings and were derived using the North American Datum of 1988 (NAD83) Oklahoma South Zone, U.S. Feet. Legal Description prepared by or under the direct supervision of MICHAEL A. ROYCE PLS# 1627



*Michael Royce*  
MICHAEL ROYCE PLS# 1627  
NO. CA 1487  
EXP. 06/30/2023

SEE EXHIBIT 'B' FOR ASSOCIATED SKETCH

Project: **CACHE ROAD WATER MAIN - 2022**  
Project Location: **LOT 14 BLOCK 22 LIBERTY HEIGHTS ADDITION  
LAWTON, COMANCHE COUNTY, OKLAHOMA**  
Client: **JACOBS ENGINEERING GROUP, INC.**

Surveyed By: **MAR**  
Drawn By: **LAG**  
Approved By: **MAR**  
Date: **2023/01/20**  
Scale:  
Project No:

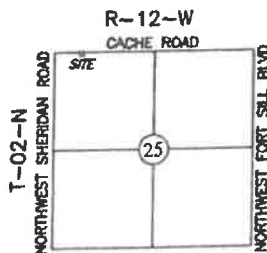
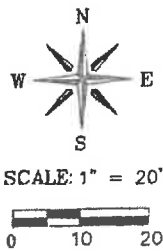
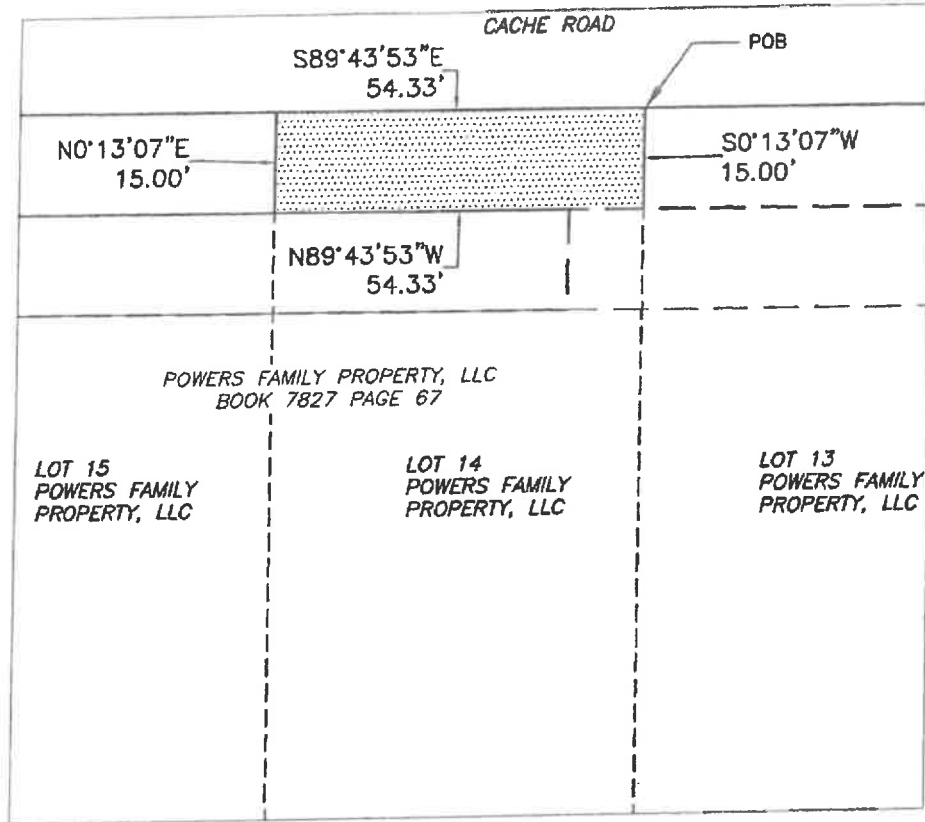
**Meshek & Associates, LLC**  
1437 South Boulder Ave. #1550  
Tulsa, Oklahoma 74119  
CoA No. 1487  
Expires June 30, 2023

SHEET NUMBER  
**1**  
1 OF 2



# EXHIBIT 'B'

LOT 14 BLOCK 22 - PERM  
LIBERTY HEIGHTS ADDITION, LAWTON, OKLAHOMA



## SURVEY CONTROL DATA

Basis of Bearings: The Bearings Shown are derived from the North American Datum of 1988 (NAD83) and are Grid Bearings.

## LEGEND

	PERMANENT U/E	LOT LINE	---
	TEMPORARY CONSTRUCTION EASEMENT	PARCEL LINE	---
		ROW LINE	---
		EASEMENT	---
		BUILDING	---

See Exhibit 'A' for Associated Legal Description

Project: CACHE ROAD WATER MAIN - 2022  
Project Location: LOT 14 BLOCK 22 LIBERTY HEIGHTS ADDITION LAWTON, COMANCHE COUNTY, OKLAHOMA  
Client: JACOBS ENGINEERING GROUP, INC.

Surveyed By: MAR  
Drawn By: LAG  
Approved By: MAR  
Date: 2023/07/20  
Scale: 1" = 20'  
Project No:

Meshek & Associates, LLC  
1437 South Boulder Ave. #1550  
Tulsa, Oklahoma 74119  
CoA No. 1487  
Expires June 30, 2023

SHEET NUMBER  
2  
2 of 2

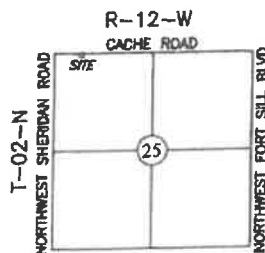
172/2023 10/4/23 AN, Unrecorded File to PDF







LOT15 BLOCK22-PERM  
LIBERTY HEIGHTS ADDITION, LAWTON, OKLAHOMA



LOT LINE	_____
PARCEL LINE	_____
ROW LINE	_____
EASEMENT	_____
BUILDING	_____

SHEET NUMBER  
2



# EXHIBIT 'A'

LOT 16 BLOCK 22 - PERM  
LIBERTY HEIGHTS ADDITION, LAWTON, OKLAHOMA

## LEGAL DESCRIPTION

PART OF LOT 16, BLOCK 22, LIBERTY HEIGHTS ADDITION TO COMANCHE COUNTY, OKLAHOMA, ACCORDING TO THE RECORDED PLAT THEREOF, MORE PARTICULARLY DESCRIBED AS:

BEGINNING AT THE NORTHEAST CORNER OF SAID LOT 16, BLOCK 22, LIBERTY HEIGHTS ADDITION; THENCE S0°13'07"W A DISTANCE OF 15.00 FEET; THENCE N89°43'53"W A DISTANCE OF 67.15 FEET; THENCE N0°13'07"E A DISTANCE OF 15.00 FEET; THENCE S89°43'53"E A DISTANCE OF 67.15 FEET TO THE POINT OF BEGINNING, CONTAINING 1,007 SQUARE FEET, OR 0.02 ACRES MORE OR LESS.

### SURVEYOR'S CERTIFICATE

I, MICHAEL ROYCE, A PROFESSIONAL LAND SURVEYOR IN THE STATE OF OKLAHOMA, DO HEREBY STATE THAT THE ABOVE MAP REPRESENTS A SURVEY PERFORMED IN THE FIELD AND IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AS OF THIS DATE. THIS EXHIBIT MEETS THE OKLAHOMA MINIMUM STANDARDS FOR THE PRACTICE OF LAND SURVEYING AS ADOPTED BY THE OKLAHOMA STATE BOARD OF LICENSURE FOR PROFESSIONAL ENGINEERS AND LAND SURVEYORS

### BASIS OF BEARING

The Bearing Base shown are grid bearings and were derived using the North American Datum of 1988 (NAD83) Oklahoma South Zone, U.S. Feet. Legal Description prepared by or under the direct supervision of MICHAEL A. ROYCE PLS# 1627



*Michael Royce*  
MICHAEL ROYCE PLS# 1627  
NO. CA 1487  
EXP. 06/30/2023

SEE EXHIBIT 'B' FOR ASSOCIATED SKETCH

Project: CACHE ROAD WATER MAIN - 2022  
Project Location: LOT 16 BLOCK 22 LIBERTY HEIGHTS ADDITION LAWTON, COMANCHE COUNTY, OKLAHOMA  
Client: JACOBS ENGINEERING GROUP, INC.

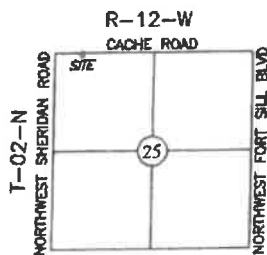
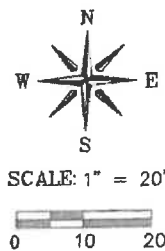
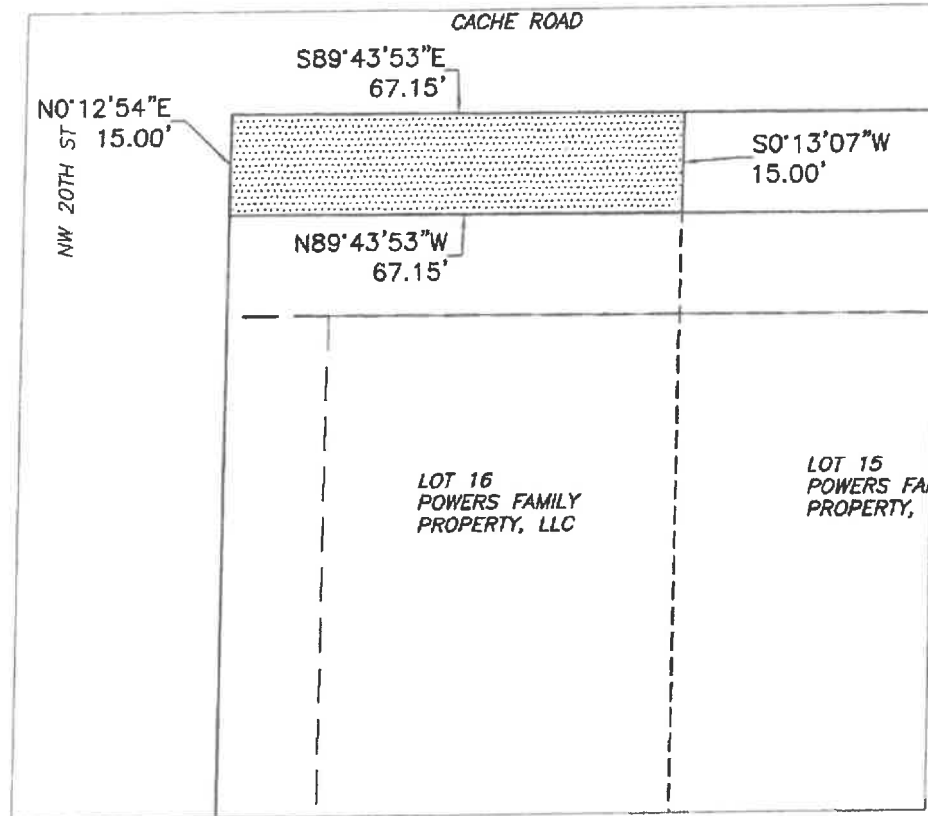
Surveyed By: MAR  
Drawn By: LAG  
Approved By: MAR  
Date: 2023/01/20  
Scale:  
Project No:

Meshek & Associates, LLC  
1437 South Boulder Ave. #1550  
Tulsa, Oklahoma 74119  
CoA No. 1487  
Expires June 30, 2023

SHEET NUMBER  
1  
1 2









LOT16 BLOCK22-PERM  
LIBERTY HEIGHTS ADDITION, LAWTON, OKLAHOMA



SURVEY CONTROL DATA

**Basis of Bearings:** The Bearings Shown are derived from the North American Datum of 1988 (NAD83) and are Grid Bearings.

### LEGEND

- |   |                                       |             |   |
|---|---------------------------------------|-------------|---|
|  | PERMANENT U/E                         | LOT LINE    |  |
|  | TEMPORARY<br>CONSTRUCTION<br>EASEMENT | PARCEL LINE |  |
|   |                                       | ROW LINE    |  |
|   |                                       | EASEMENT    |  |
|   |                                       | BUILDING    |  |

See Exhibit 'A' for Associated Legal Description

Project:	CACHE ROAD WATER MAIN - 2022
----------	------------------------------

Project: LOT 16 BLOCK 22 LIBERTY HEIGHTS ADDITION  
Location: LAWTON, COMANCHE COUNTY, OKLAHOMA

Client: **JACOBS ENGINEERING GROUP, INC.**

Surveyed By: MAR

Drawn By: **LAG**

Approved By: MAR

Date: 2023/01/20

Scale: 1" = 20'

**Meshek & Associates, LLC**  
1437 South Boulder Ave. #1550  
Tulsa, Oklahoma 74119  
CoA No. 1487  
Expires June 30, 2023

SHEET NUMBER

2

2

3M

2



**TEMPORARY CONSTRUCTION EASEMENT**  
(Individual Form)

KNOW ALL MEN BY THESE PRESENTS:

THAT, **Powers Family Property, LLC, an Oklahoma limited liability company**, of Comanche County, State of Oklahoma, hereinafter referred to as "Grantor", in consideration of the sum of Ten and no/100 Dollars (\$10.00) and other valuable considerations in hand paid, the receipt of which is hereby acknowledged, do hereby Grant, Bargain, Sell and Convey unto **CITY OF LAWTON, A MUNICIPAL CORPORATION, of 212 SW 9th STREET, LAWTON, OKLAHOMA 73501**, Comanche County, State of Oklahoma, hereinafter referred to as "Grantee", its successors and assigns, a Temporary Construction Easement and right-of-way in, over, under, across and along, and upon the following described real property and premises situated in Comanche County, State of Oklahoma, to-wit:

See attached exhibit "A" and "B"

with the right of ingress and egress to and from the same for the purpose of installing, constructing, operating, maintaining, repairing and replacing in, over, under, through, and upon the real property adjacent to the said property as described a street, road, sewer line, a water line, drainage channel and any other public utility or utilities, along with the further right to operate, maintain, repair or replace the same.

This easement will be used for various construction purposes that the Grantee, its employees, agents and contractors may determine are necessary for the execution of such work, including but not limited to storage and operation of construction equipment, stockpiling of materials, and for any other purposes associated with the construction work. All of the rights of the Grantee in and to this easement shall terminate upon acceptance of the completed construction of the Cache Road Waterline Replacement Project, Project # PU2107.

Signed and delivered this 26 day of October 2023.

POWERS FAMILY POWERS, LLC



Trevor Powers, Manager



INDIVIDUAL ACKNOWLEDGMENT

STATE OF OKLAHOMA     )  
                                      )     SS  
COUNTY OF COMANCHE)

Before me, the undersigned, a Notary Public in and for said County and State on this 26 day of October, 2023, personally appeared **Trevor Powers, as Manager of Powers Family Property, LLC**, to me known to be the identical person who executed the within and foregoing instrument, and acknowledged to me that they executed the same as their free and voluntary act and deed, for the uses and purposes therein set forth.

Given under my hand and seal the day and year last above written.

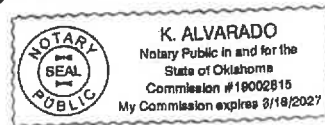
  
\_\_\_\_\_  
Notary Public

My commission expires:

3-18-2027

My commission number:

#19002815



=====

ACCEPTANCE

Accepted by the Lawton City Council for and on behalf of the City of Lawton, Oklahoma, this \_\_\_\_\_ day of \_\_\_\_\_ 2023.

**CITY OF LAWTON, OKLAHOMA**  
**a municipal corporation**

ATTEST:

\_\_\_\_\_  
Stan Booker, Mayor

\_\_\_\_\_  
Donalynn Blazek-Scherler, City Clerk

APPROVED as to form and legality on behalf of the City of Lawton this \_\_\_\_\_ day of \_\_\_\_\_ 2023.

\_\_\_\_\_  
Tim Wilson, Acting City Attorney



# EXHIBIT 'A'

LOT 14-16 BLOCK 22-TEMP  
LIBERTY HEIGHTS ADDITION, LAWTON, OKLAHOMA

## LEGAL DESCRIPTION

PART OF LOT 14, BLOCK 22, LIBERTY HEIGHTS ADDITION TO COMANCHE COUNTY, OKLAHOMA, ACCORDING TO THE RECORDED PLAT THEREOF, MORE PARTICULARLY DESCRIBED AS:

COMMENCING AT THE NORTHWEST CORNER OF SAID LOT 14, BLOCK 22, LIBERTY HEIGHTS ADDITION; THENCE S0°13'07"W A DISTANCE OF 15.00 FEET TO THE POINT OF BEGINNING; THENCE S0°13'07"W A DISTANCE OF 15.00 FEET; THENCE N89°43'53"W A DISTANCE OF 164.81 FEET; THENCE N0°13'07"E A DISTANCE OF 15.00 FEET; THENCE S89°43'53"E A DISTANCE OF 164.81 FEET TO THE POINT OF BEGINNING, CONTAINING 2,472 SQUARE FEET, OR 0.06 ACRES MORE OR LESS.

### SURVEYOR'S CERTIFICATE

I, MICHAEL ROYCE, A PROFESSIONAL LAND SURVEYOR IN THE STATE OF OKLAHOMA, DO HEREBY STATE THAT THE ABOVE MAP REPRESENTS A SURVEY PERFORMED IN THE FIELD AND IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AS OF THIS DATE. THIS EXHIBIT MEETS THE OKLAHOMA MINIMUM STANDARDS FOR THE PRACTICE OF LAND SURVEYING AS ADOPTED BY THE OKLAHOMA STATE BOARD OF LICENSURE FOR PROFESSIONAL ENGINEERS AND LAND SURVEYORS

#### BASIS OF BEARING

The Bearing Base shown are grid bearings and were derived using the North American Datum of 1988 (NAD83) Oklahoma South Zone, U.S. Feet. Legal Description prepared by or under the direct supervision of MICHAEL A. ROYCE PLS# 1627

MICHAEL ROYCE PLS# 1627  
NO. CA 1487  
EXP. 06/30/2023

SEE EXHIBIT 'B' FOR ASSOCIATED SKETCH



Project: CACHE ROAD WATER MAIN - 2022

Project Location: LOT 14-BLOCK 22 LIBERTY HEIGHTS ADDITION  
LAWTON, COMANCHE COUNTY, OKLAHOMA

Client: JACOBS ENGINEERING GROUP, INC.

Surveyed By: MAR

Drawn By: LAG

Approved By: MAR

Date: 2023/01/20

Scale:

Project No:

Meshek & Associates, LLC  
1437 South Boulder Ave. #1550  
Tulsa, Oklahoma 74119  
CoA No. 1487  
Expires June 30, 2023

SHEET NUMBER

1

1

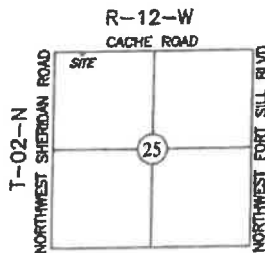
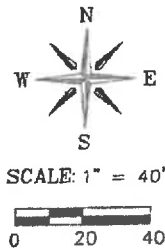
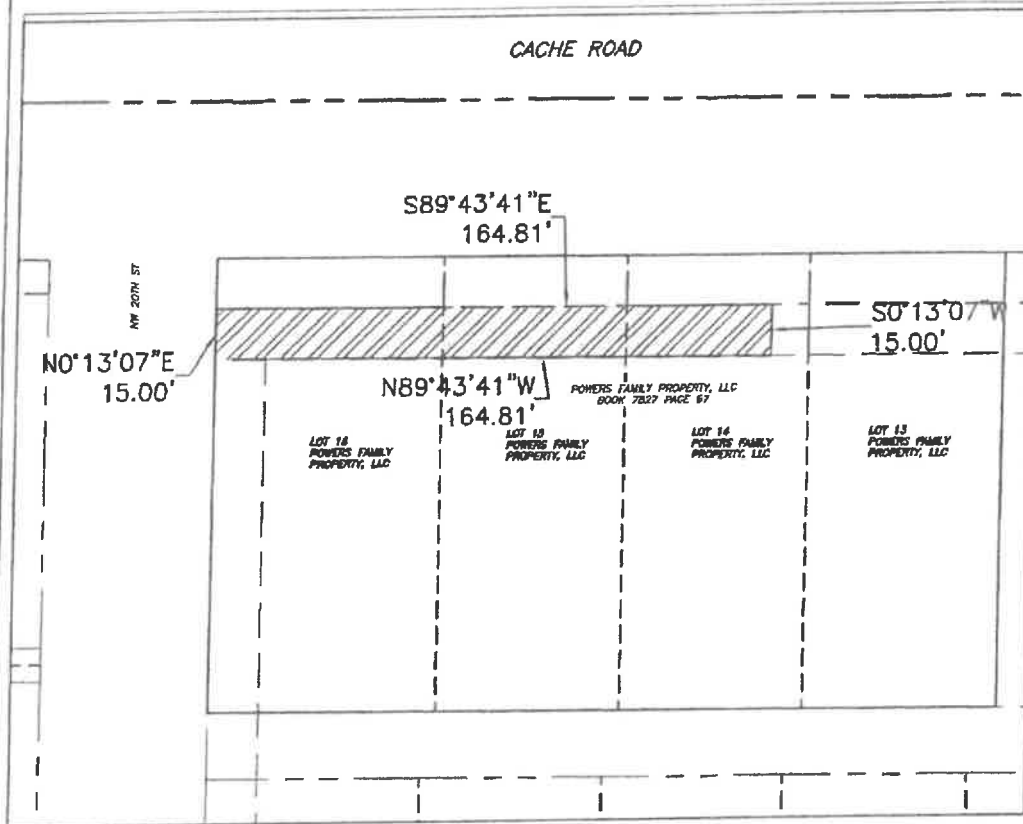
2

\\s01\apps\1\ACAD\Lawton\Cache Road Water Main\Survey\LOT 14-BLOCK 22-TEMP.dwg, 1/20/2023 10:26:11 AM, Michael Royce, PLS



# EXHIBIT 'B'

LOT 14-16 BLOCK 22-TEMP  
LIBERTY HEIGHTS ADDITION, LAWTON, OKLAHOMA



## SURVEY CONTROL DATA

Basis of Bearings: The Bearings Shown are derived from the North American Datum of 1988 (NAD83) and are Grid Bearings.

## LEGEND

	PERMANENT U/E	LOT LINE	----
	TEMPORARY CONSTRUCTION EASEMENT	PARCEL LINE	----
		ROW LINE	----
		EASEMENT	----
		BUILDING	----

See Exhibit 'A' for Associated Legal Description

Project: CACHE ROAD WATER MAIN - 2022

Project Location: LOT 14-16 BLOCK 22 LIBERTY HEIGHTS ADDITION LAWTON, COMANCHE COUNTY, OKLAHOMA

Client: JACOBS ENGINEERING GROUP, INC.

Surveyed By: MR

Drawn By: LAG

Approved By: MR

Date: 2023/01/20

Scale: 1" = 40'

Project No:

Meshek & Associates, LLC  
1437 South Boulder Ave. #1550  
Tulsa, Oklahoma 74119  
CoA No. 1487  
Expires June 30, 2023

SHEET NUMBER

2

2 SHEET OF 2





# City of Lawton

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

## Commentary

---

**File #:** 23-1001

**Agenda Date:** 11/14/2023

**Agenda No:** 4.

---

**ITEM TITLE:**

Consider awarding CL24-007 Manhole Coating Product to Ace Pipe Cleaning, INC of Kansas City, MO.

**INITIATOR:** Rusty Whisenhunt, Director of Public Utilities

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

**BACKGROUND:** The City of Lawton solicited bids for CL24-007 Manhole Coating Product on BidSync. This product is necessary to effectively and efficiently coat new and rehabilitated manholes which extends the useable life of the manhole to 75 years. One bid was received and opened on October 24, 2023. After reviewing the bid, it is the department recommendation to award CL24-007 Manhole Coating Product to Ace Pipe Cleaning, INC of Kansas City, MO as the lowest responsive and responsible bidder. The vendor meets all specifications. The contract for product that extends the life of sanitary sewer manhole which prevent early failure and promotes efficiency and environmental safety for the Citizen of Lawton in accordance with the "TRUE NORTH CULTURE STATEMENT"

**EXHIBIT:** Department Recommendation, Abstract of Bids, Bid Results.

**KEY ISSUES:** Does Council wish to award CL24-007 Manhole Coating Product to Ace Pipe Cleaning, INC of Kansas City, MO?

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

**STAFF RECOMMENDED COUNCIL ACTION:** Award CL24-007 Manhole Coating Product to Ace Pipe Cleaning, INC of Kansas City, MO. Estimated yearly cost is \$100,000.





# City of Lawton

## Sewer Construction Division

---

E-mail: [cityof.lawton.ok.us](mailto:cityof.lawton.ok.us)  
Telephone 580-581-3405  
Fax 580-581-3407

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

To: Colbie Garrett, Buyer Financial Services  
From: Rusty Whisenhunt, Director of Public Utilities *WRW*  
Subject: CL24-007 – Manhole Coating Product  
Date: November 2, 2023

It is recommended to award the contract for CL24-007 – Manhole Coating Product to the responsive and responsible lowest bidder, Ace Pipe Cleaning, INC. Ace Pipe Cleaning, INC meets all specifications and price increases were minimal.

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

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



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

Signature:

*Colbie Garrett*

## ABSTRACT OF BIDS

CL/RFP Number CL24-007		Page <u>1</u> of <u>1</u>		Bidder Number <u>1</u>	
CL/RFP Title Manhole Coating Product		Date Opened:  October 24, 2023		Ace Pipe Cleaning, Inc.  Bruce Vantine 6601 Universal Ave Kansas City, MO 64120 816-241-2891 <a href="mailto:bids@acepipe.com">bids@acepipe.com</a>	
Fincancial Services: Buyer Colbie Gilbert		Number of ADDENDA Issued NONE		Addenda Acknowledged N/A	
DELIVERY: CORPORATE SEAL OR NOTARY: AFFIDAVIT OF PAYMENTS.....\$25,000: CONTRACTOR'S CERTIFICATE OF COMPLIANCE				As required Yes Yes Yes	
Item No.	Description of Bid Item	Est. Qty	Unit	Unit Price	Total Amount Bid
1	Mobilization per trip required by City of Lawton. Complete cost for mobilization/demobilization to complete the manholes release for construction. If additional work is released for construction prior to demobilization, no additional mobilization cost will be paid.	4	Each	\$20,000.00	\$620,000.00
2	New Manhole preparation will include cleaning only and non substrate repairs of any existing coating and loose cement for application of finish coating.	25,000	SF	\$125,000.00	
3	Preparation of surface of existing manholes that require other than cleaning. Payment is based on actual area repaired. cleaning is included.	5,000	SF	\$75,000.00	
4	80-100 mil amine cured epoxy	20,000	SF	\$300,000.00	
5	110-125 mil amine cured epoxy	5,000	SF	\$100,000.00	





## TRANSMITTAL FORM

TO: City of Lawton, OK  
 Attn: City Clerk  
 212 SW 9th Street  
 Lawton, OK 73501

DATE:	October 20, 2023
REFERENCE:	CL24-007 Manhole Coating Product
TRANSMITTAL NO.:	1

ITEM(S) SUBMITTED INCLUDE: ☒ Attached

☐
☐
☐

COPIES		DESCRIPTION
1		Invitation for Bid/Contract
1		Affidavit For Payments In Excess of Twenty-Five Thousand Dollars (\$25,000.00)
1		Contractor's Certificate of Compliance with Non-Discrimination Provisions
1		Department Specification
1		Price Bid Sheet
1		W-9 Form
1		Warranty
2		References
2		Raven 405 (Product Data)
1		Signatory Authority

### THESE ITEMS ARE TRANSMITTED AS INDICATED BELOW:

(If enclosures are not as shown, kindly notify us at once.)

<input type="checkbox"/> For Approval	<input type="checkbox"/> Approved as submitted	<input type="checkbox"/> Resubmit	____ copies for approval
<input type="checkbox"/> For your use	<input type="checkbox"/> Approved as noted	<input type="checkbox"/> Submit	____ copies for distribution
<input checked="" type="checkbox"/> As requested	<input type="checkbox"/> For Signature	<input type="checkbox"/> Return	____ corrected prints
<input type="checkbox"/> For review & comment	<input type="checkbox"/> _____		
<input checked="" type="checkbox"/> FOR BIDS DUE	October 24th, 2023		

### REMARKS:

---



---



---



---

cc: File

---



---



---



---

**Bobbi Dowland**  
[Bobbi@acepipe.com](mailto:Bobbi@acepipe.com)  
 (816) 241-2891

Ace Pipe Cleaning, Inc.  
 6601 Universal Avenue  
 Kansas City, MO 64120-1330



# City of Lawton

## INVITATION TO BID AND CONTRACT

<b>MAIL SEALED BIDS TO:</b> City Clerk City of Lawton 212 SW 9th Street Lawton, OK 73501		<b>DIRECT INQUIRIES TO:</b> <a href="mailto:Justine.Guevara@lawtonok.gov">Justine.Guevara@lawtonok.gov</a> <a href="mailto:Colbie.Gilbert@lawtonok.gov">Colbie.Gilbert@lawtonok.gov</a> <b>QUESTIONS REGARDING BID:</b> <a href="http://www.bidsync.com/bidsync-cas/">www.bidsync.com/bidsync-cas/</a>	
<b>Date Bid Typed:</b> October 3, 2023	<b>Dates Bid Advertised:</b> October 6, 2023	<b>No Bids Received After:</b> October 24, 2023 <span style="float: right;"><b>2 : 00pm</b></span>	
<b>Contract Number and Title:</b> CL24-007 Manhole Coating Product		<b>Requirements-type Contract:</b>	<b>Contract Period:</b> 12 months
<b>Bid Openings are held at Lawton City Hall 2nd Floor Conference Room          212 SW 9th Street Lawton, OK 73501 @ 2:00 pm</b>			
<b>Vendor Name and Point of Contact:</b> Ace Pipe cleaning, Inc.		<b>Reason for No Bid:</b>	
<b>Mailing Address:</b> 6601 Universal Ave		<b>Terms:</b> Net 30 days	
<b>City:</b> Kansas city	<b>State:</b> MO	<b>Zip:</b> 64120	<b>Delivery:</b> Within 30 calendar days from Notice to Proceed
<b>Area Code and Phone Number:</b> 816-241-2891		<b>Email Address:</b> bids@acepipe.com	
<b>Federal Employer Identification Number or Social Security Number</b> 44-0580656			

**THIS BID INVALID IF NOT SIGNED AND NOTARIZED**

**AFFIDAVIT:** STATE OF Missouri COUNTY OF Jackson

Bruce Vantine

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

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

Bm Vat

SIGNATURE OF AUTHORIZED AGENT

Bruce Vantine, Secretary/Treasurer

PRINT/TYPE NAME/TITLE

Firm: Ace Pipe Cleaning, Inc.

Address: 6601 Universal Ave.

Kansas City, MO 64120

(City, State, Zip)

Phone: 816-241-2891

Subscribed & sworn before me this 20<sup>th</sup> day of October, 2023

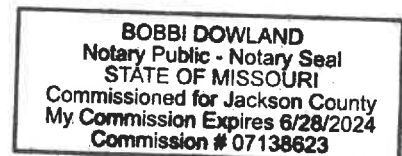
Bobbi Dowland

Notary Public

My Commission expires: 6/28/24

**INVITATION TO BID AND CONTRACT**  
PAGE 1 OF 11

FORM REVISED 2/14/22

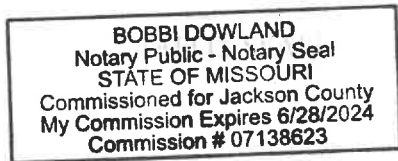




AFFIDAVIT FOR PAYMENTS IN EXCESS OF \$25,000.00  
CITY OF LAWTON, STATE OF OKLAHOMA

STATE OF Missouri SS  
COUNTY OF Jackson

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



Ace Pipe Cleaning, Inc.

Business Name / Contractor Name

Bruce Vantine  
Signed  
Print : Bruce Vantine, Secretary/Treasurer

Attested to before me this 20<sup>th</sup> day of October 2023.

Bobbi Dowland  
Notary Public

My Commission Expires 6/28 2024

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





**CITY OF LAWTON**  
212 SW 9<sup>th</sup> Street  
Lawton, Oklahoma 73501  
(580) 581-3500

---

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

---

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

CL24-007

Contract Number

Ace Pipe Cleaning, Inc.

Name of Contractor (Print)

10-20-23

Date

*Bruce Vantine*

Signature, Member of Firm or Officer of Corporation

Bruce Vantine, Secretary/Treasurer

Title



## CITY OF LAWTON SPECIFICATION

**SPECIFICATION NUMBER:** M-145

**SM-145 SPECIFICATION TITLE:** Amine Cured Epoxy Coating (Coating trunk main lines manhole)

**APPROVAL DATE:** \_\_\_\_\_

**DELIVERY:** 2421 S. 6th Street, Lawton, OK 73501-Sewer Rehab Division Yard  
Item(s) shall be delivered, FOB, to the address shown above.

**WARRANTY:** Will be considered during award.

Bidder is to clearly state the terms of the standard warranty and also the cost and terms of any additional available warranties.

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

### **DESCRIPTION:**

- a. The following specifications are the minimum acceptable standards for the item(s) shown above.
- b. Any deviation from these specifications must be clearly annotated by the Bidder by checking either Y or N and on a separate page list the specification reference and detailing the deviation.
- c. Failure to annotate deviations may cause bid to be deemed as non-responsive.

**The following examples are some acceptable makes & models. The use of examples is not meant to limit bidding in any way and are shown for informational purposes only.**

### **Description:**

The City of Lawton is establishing a requirement contract for the coating of its sanitary sewer trunk line manholes, junction boxes and siphon vaults. The contract will be on an as needed basis. The only pay item to be paid are identified in the bid schedule and work or material required including by-pass pumping shall be included in items bid and are considered incidental to the work. Materials bid shall provide protection of the concrete structure from all hazards found in sanitary sewer. An example of amine cured epoxy is Raven 405 or an approved equal.

ITEM	DESCRIPTION	COMPLY	
		Y	N
	<b>Manhole Coating Products</b>	Y	N
1	100% solids epoxy, solvent-free ultra high-build epoxy system. For example Raven 405 or approved equal material.	Y	
2	Zero shrinkage-(wet film thickness and dry film thickness must be the same)	Y	
3	Minimum Physical Requirements:	Y	
	a. Product Type: amine cured epoxy	Y	
	b. VOC Content (ASTM D2584): 0%	Y	
	c. Compressive Strength, psi (ASTM D695): 18,000 (minimum)	Y	
	d. Tensile Strength, psi (ASTM D638): 7,500 (minimum)	Y	
	e. Flexural Modulus, psi (ASTM D790): 700,000 (minimum)	Y	
	f. Adhesion to Concrete, psi/mode of failure (ASTM D4541/7234): 200 psi (minimum) with substrate (concrete) failure	Y	



	g. Chemical Resistance (ASTM D543/G20) immersion service for:		
	1.1.A.1.g.1. Municipal sanitary sewer environment		
	1.1.A.1.g.2. Sulfuric Acid, 30%		
	1.1.A.1.g.3. Sodium Hydroxide, 10%		
	1.1.A.1.g.4. Sodium Hypochlorite, 12.5%	Y	

ITEM	DESCRIPTION	COMPLY	
	<b>Warranty</b>	Y	N
1	Warranty shall be for a period of 2 years against defects in material or workmanship.	Y	

ITEM	DESCRIPTION	COMPLY	
	<b>Quality Assurance</b>	Y	N
1	Coating and repair product(s) shall be resistant to all forms of chemical or bacteriological attack found in municipal sanitary sewer systems. Example, but not all inclusive (H <sup>2</sup> S, BII<I, Bacterial)	Y	
2	Contractor shall utilize equipment for the application of the coating and repair product(s) which has been approved by the product manufacturer; and Contractor shall have received training on the operation and maintenance of said equipment from the product manufacturer. Written certification of such approval(s) and training shall be submitted by the coating and repair product manufacturer(s).	Y	
3	Contractor and contractor personnel shall be certified by, or have their training approved and certified by, the coating and repair product(s) manufacturer(s) for the handling, mixing, application and inspection of the product(s) to be used as specified herein. Written certification of such training shall be submitted by the coating and repair product manufacturer(s) and shall include the individual contractor personnel to be employed on the project.	Y	
4	Pre-construction meeting shall take place no less than two weeks prior to Contractor mobilization.	Y	

ITEM	DESCRIPTION	COMPLY	
	<b>Delivery, Storage, And Handling</b>	Y	N
1	Materials are to be kept dry, protected from weather, and stored under cover.	Y	
2	Coating and repair materials are to be stored between 50 deg F and 90 deg F. Do not store near flame, heat, or strong oxidants.	Y	
3	All materials are to be handled according to their material safety data sheets.	Y	



ITEM	DESCRIPTION	COMPLY	
		Y	N
	<b>Site Condition</b>		
1	Confined space entry program and other required safety training certifications shall be submitted by Contractor to City of Lawton as necessary to perform the specified work.	Y	
2	Any active flows shall be dammed, plugged, or diverted as required to ensure all liquids are maintained below or away from the surfaces to be coated until final applications are cured as recommended by the manufacturer.	Y	
3	Temperature of the surface to be coated should be maintained between 40 and 120 deg F.	Y	
4	Specified surfaces should be shielded to avoid exposure of direct sunlight, other intense heat source or, where cementitious products are employed, excessive ventilation. Where varying surface temperatures do exist, coating installation should be scheduled when the temperature is falling versus rising.	Y	
5	Prior to commencing surface preparation, Contractor shall inspect all surfaces specified to receive the coating and notify Owner, in writing, of any noticeable disparity in the site, structure or surfaces which may interfere with the work, use of materials or procedures as specified herein.	Y	
6	<p>Prior to the application of the coating product repairs shall be completed to ensure the following:</p> <ol style="list-style-type: none"> <li>1. All inflow and infiltration shall be eliminated by use of appropriate repair material(s), such as hydraulic cements and/or chemical grouts .</li> <li>2. All repairs to joints, pipe seals, steps, mechanical penetrations, benches, inverts, pipes or other appurtenances to be coated shall be completed and repaired surfaces prepared according to this section. <ol style="list-style-type: none"> <li>a. Benches or other horizontal surfaces shall have adequate slope (1" rise per lineal foot minimum) to minimize the retention of debris following surcharge.</li> <li>b. Inverts or flow channels shall be smooth without lips, rough edges or other features which may cause debris to collect; contoured to minimize turbulent flow; and be sloped to promote adequate flow from the inlet(s) to the outlet pipe.</li> <li>c. All joints, pipe seals, steps or other penetrations shall be sealed against inflow, infiltration and exfiltration and be adequately filled, smoothed and contoured to promote monolithic coating application.</li> </ol> </li> </ol>	Y	



ITEM	DESCRIPTION	COMPLY	
		Y	N
	<b>Repair and Surface Preparation</b>	Y	N
1	Excessive debris, sediment, root intrusion or other foreign materials which may impact the effectiveness of the surface preparation process shall be removed prior to the commencement thereof.	Y	
2	Offset structural components, lids, covers, frames, etc. shall be repaired, replaced, or reset by City of Lawton prior to the commencement of surface preparation.	Y	
3	External soil/fill voids shall be remediated and/or stabilized by replacement or injection of stabilizing grout as determined appropriate by the engineer.		Can negotiate if needed
4	Oils, grease, incompatible existing coatings, waxes, form release, curing compounds, efflorescence, sealers, salts, or other contaminants which may affect the performance and adhesion of the coating to the substrate shall be removed in accordance with SSPC-SP 1 – Solvent Cleaning. Solvent shall be compatible with use in sanitary sewer systems. Solvent that would harm the biological treatment process at the Wastewater Treatment Plant shall not be used.	Y	
5	Choice of surface preparation method(s) should be based upon the condition of the structure and concrete or masonry surface, potential contaminants present, access to perform work, and the required cleanliness and profile of the prepared surface to receive the repair and/or coating product(s).	Y	
6	Surface preparation method, or combination of methods, that may be used include high-pressure water cleaning, water jetting, abrasive blasting, shotblasting, grinding, scarifying, detergent water cleaning, hot water cleaning and others as referenced in industry accepted standards such as: <ol style="list-style-type: none"> <li>SSPC SP-13/NACE No. 6 Surface Preparation of Concrete,</li> <li>ASTM D-4258 Standard Practice for Surface Cleaning Concrete for Coating and ASTM-D-4259 Standard Practice for Abrading Concrete,</li> <li>ICRI Technical Guideline No. 03732 Selecting and Specifying Concrete Surface Preparation for Sealers, Coatings, and Polymer Overlays.</li> <li>NACE/SSPC Standards for the surface preparation of steel.</li> </ol>	Y	
7	Whichever method(s) are used, they shall be performed in a manner that provides a uniform, sound, clean, and neutralized surface suitable for the specified coating product(s). <ol style="list-style-type: none"> <li>Resulting surface profile of the prepared concrete substrate shall be (as described in ICRI Technical Guideline No. 03732): <ol style="list-style-type: none"> <li>For application of cementitious materials; at least a CSP2</li> <li>For application of coating products: at least a CSP4.</li> </ol> </li> </ol>	Y	



8	<p>Repair products as per (A) shall be used to fill voids, bugholes, and other surface defects which may affect the performance or adhesion of the coating product(s).</p> <p>A. Factory blended, high early strength, non-shrink, cementitious underlayment to be spray applied then troweled to finish or otherwise to ½ minium in thickness. Can be top coated in 3 to 6 hours.</p> <ol style="list-style-type: none"> <li>1. Manufacturer: Raven Lining Systems, Strong Seal MS-2A Systems and Quadex, Inc. OM-15 Restore.</li> <li>2. Product: Raven 755 or approved equal – High early strength reinforced Portland underlayment. <ol style="list-style-type: none"> <li>a. Product Type: High early strength Portland cement.</li> <li>b. Compressive Strength, psi (ASTM C109): &gt;9,000 @ 28 days</li> <li>c. Shrinkage @ 90% R. H., % (ASTM C596): 0</li> <li>d. Adhesion to Concrete, psi (ASTM C882): &gt;2,000 psi</li> <li>e. Adhesion to Concrete, psi (ASTM D7234): &gt;150 psi</li> </ol> </li> </ol>	Y	
9	<p>Repair products as per (A) and/or (8A) shall be used to repair, smooth or rebuild surfaces with rough profiles to provide a concrete or masonry substrate suitable for the coating product(s) to be applied. These products shall be installed to ½" minimum thickness or as recommended within manufacturers published guidelines. Should structural rebuild be necessary, these products shall be installed to a thickness as specified by the Project Engineer.</p> <p>A. Factory blended, rapid setting, high-early strength, non-shrink, calcium aluminate repair mortar to be trowel or pneumatically spray applied to the entire surface.</p> <ol style="list-style-type: none"> <li>1. Manufacturer: Raven Lining Systems, Broken Arrow, Oklahoma 800-324-2810 or 918-6150-140 fax or Strong Seal Calcium Aluminate, Little Rock Arkansas.</li> <li>2. Product: Raven 705CA or Strong Seal MS-2C Mortar having the following characteristics: <ol style="list-style-type: none"> <li>a. Product Type: Calcium aluminate mortar</li> <li>b. Tensile Strength, psi (ASTM C496):&gt;600</li> <li>c. Compressive Strength, psi (ASTM C109): &gt;8,000 @ 28 days</li> <li>d. Flexural Strength, psi (ASTM C293): &gt;900</li> <li>e. Shrinkage @ 90% R. H., % (ASTM C596): 0</li> <li>f. Adhesion to Concrete, psi (ASTM C882): &gt;2000 psi</li> <li>g. Adhesion to Concrete, psi (ASTM D7234): &gt;150 psi</li> <li>h. Freeze/Thaw (ASTM C666): 100 Cycles, no visible damage</li> <li>i. Density of wet mix: 129 – 139 lbs./ft<sup>3</sup>.</li> <li>j. Applied Density: 135 lbs/ft<sup>3</sup> (+/- 5 lbs).</li> </ol> </li> </ol>	Y	



10	<p>Repair products as per section (A) and/or (B) shall be used to remediate all active inflow, infiltration, and/or external soil/fill voids.</p> <p>A. Factory blended, non-shrink, hydraulic cement to be used for infiltration remediation.</p> <ol style="list-style-type: none"> <li>1. Manufacturer: As applicable</li> <li>2. Product: Hydraulic cement having the following characteristics: <ol style="list-style-type: none"> <li>a. Product Type: Hydraulic cement</li> <li>b. Compressive Strength, psi (ASTM C109): &gt;1,000 @ 1 hour, &gt;2500 psi @ 24 hours</li> <li>c. Shrinkage @ 90% R. H., % (ASTM C596): 0</li> </ol> </li> </ol> <p>B. Hydrophobic or Hydrophilic injectable urethane chemical grout to be used for the remediation of high volume infiltration or crack repair and/or soil stabilization and void filling.</p> <ol style="list-style-type: none"> <li>1. Manufacturer: As applicable</li> </ol> <p>Product: Urethane chemical grout as appropriate for infiltration, crack repair and soil stabilization.</p>	Y	
11	<p>Concrete and/or mortar damaged by corrosion, chemical attack or other means of degradation shall be removed so that sound substrate remains,</p> <ol style="list-style-type: none"> <li>1. In conditions where severe chemical/microbiological attack has occurred the prepared substrate shall exhibit a pH of 8-12. Additional cleaning and/or contaminated substrate removal may be required to achieve the specified pH level.</li> </ol>	Y	
12	<p>Factory blended, non-shrink, hydraulic cement to be used for infiltration remediation.</p> <ol style="list-style-type: none"> <li>1. Manufacturer: As applicable</li> <li>2. Product: Hydraulic cement having the following characteristics: <ol style="list-style-type: none"> <li>a. Product Type: Hydraulic cement</li> <li>b. Compressive Strength, psi (ASTM C109): &gt;1,000 @ 1 hour, &gt;2500 psi @ 24 hours</li> <li>c. Shrinkage @ 90% R. H., % (ASTM C596): 0</li> </ol> </li> </ol>	Y	
13	<p>Hydrophobic or Hydrophilic injectable urethane chemical grout to be used for the remediation of high volume infiltration or crack repair and/or soil stabilization and void filling.</p> <ol style="list-style-type: none"> <li>1. Manufacturer: As applicable</li> <li>2. Product: Urethane chemical grout as appropriate for infiltration, crack repair and soil stabilization.</li> </ol>	Y	



ITEM	DESCRIPTION	COMPLY	
		Y	N
	<b>Application of Coating Product</b>		
1	In all cases the coating product(s) shall be applied to a minimum dry film thickness of 80 to 100 mils on new manholes and 110 to 120 mils on rehabilitated manholes to surface profiles of CSP-4 to CSP-5 or 125 mils minimum DFT to surface profiles of CSP-6 or greater.  1. For resistance to ground water head pressure the coating shall be a minimum of 80 to 100 mils for depths up to 15' and 110 to 125 mils minimum for depths from 15' to 80'. For depths greater than 80' consult the coating manufacture for recommendations.	Y	
2	Subsequent top coating or additional coats of the coating product(s) shall occur within the product's recoat window or 24 hours whichever is less. Additional surface preparation procedures will be required if this recoat window is exceeded.	Y	
3	Termination points of the coating product(s) shall be made at the manhole frame and chimney joint (or other man way as is present), 1" below low flow levels at the bench, and a minimum of 1" interfacing within each pipe penetration. On new manholes without flow, the complete invert shall be coated.	Y	
4	All bypass pumping to perform work is incidental to construction and shall be included in other items bid.	Y	

ITEM	DESCRIPTION	COMPLY	
		Y	N
	<b>Surface Testing</b>		
1	Vacuum Testing	Y	
2	Holiday Testing: Testing of pinholes in coating (requirement)	Y	



## BID SCHEDULE

	Description	Estimated Quantity	Unit	Amount Bid
1	Mobilization per trip required by City of Lawton. Complete cost for mobilization/demobilization to complete the manhole release for construction. If additional work is released for construction prior to demobilization, no additional mobilization cost will be paid.	4	Each	\$20,000
2	New manhole preparation will include cleaning only and non substrate repairs of any existing coating and loose cement for application of finish coating.	25,000	SF	\$125,000
3	Preparation of surface of existing manholes that require other than cleaning. Payment is based on actual area repaired, cleaning is included.	5,000	SF	\$75,000
4	80 – 100 mil amine cured epoxy	20,000	SF	\$300,000
5	110 – 125 mil amine cured epoxy	5,000	SF	\$100,000
<b>TOTAL AMOUNT BID</b>				<b>\$620,000</b>
<b>TOTAL AMOUNT BID IN WORDS</b>				
Six Hundred Twenty Thousand		Dollars and no /100-----		





**ACE PIPE CLEANING**  
*A Carlson Company*

## **Two (2) Year Limited Workmanship Warranty**

October 20, 2023

City of Lawton  
City Hall  
212 SW 9<sup>th</sup> Street  
Lawton, OK 73501

RE: CL24-007 Manhole Coating Product

Ace Pipe Cleaning, Inc. (APC) warrants against defect due to defective workmanship for a period of two (2) years from the date of installation for work performed on the above referenced project.

Should any defect develop during the warranty period due to improper **materials or workmanship** performed within our scope of work, APC will make necessary repairs at no expense to the city.

Any corrections, repairs, or extractions required due to existing structural defects or failures of the pipe(s) are excluded.

Bruce Vantine  
Secretary/Treasurer

Ace Pipe Cleaning, Inc.



**Ace Pipe Cleaning, Inc.**  
**Epoxy References**

1	PROJECT NAME:	Odor Control Improvements at Atherton WWTP
	PROJECT LOCATION:	Little Blue Valley Sewer District
	TYPE OF PROJECT:	Epoxy Lining to Existing Structures
	PRIME OR SUB?	SUB to Foley Company
	ACE CONTACT PERSON:	Bryan Dobson (816) 807-7947
	Owner Contact Person:	John Flathers /Email: jflathers@lbvdsd.org / Phone: 816-796-9191 x225
	CONTRACT DOLLAR AMOUNT:	\$ 171,750.00
	PROJECT DESCRIPTION:	Epoxy Lining to approximately 15,000 SF of existing Structures
	START DATE:	2018
	END DATE:	2018
2	PROJECT NAME:	Manhole Lining Services 17-4307
	PROJECT LOCATION:	Olathe, KS
	TYPE OF PROJECT:	Epoxy Manhole Lining
	PRIME OR SUB?	PRIME
	ACE CONTACT PERSON:	Bryan Dobson (816) 807-7947
	CITY NAME & INSPECTOR NAME & EMAIL:	Ira Speer / 913-238-3658 <a href="mailto:ispeer@olatheks.org">ispeer@olatheks.org</a>
	CONTRACT DOLLAR AMOUNT:	\$ 300,000.00
	PROJECT DESCRIPTION:	Clean, Repair, Resurface & Epoxy line manholes throughout the City
	START DATE:	2018
	END DATE:	2019
3	PROJECT NAME:	Thousand Oaks Subdivision - Epoxy to New Manholes
	PROJECT LOCATION:	Parkville MO Thousand Oaks Subdivision
	TYPE OF PROJECT:	Manhole Lining - Epoxy
	PRIME OR SUB?	SUB to Havens Construction
	ACE CONTACT PERSON:	Bryan Dobson 816-807-7947
	GC NAME & EMAIL:	Havens Construction / Eric Havens / <a href="mailto:enavens@havensco.com">enavens@havensco.com</a> / 816-781-4769
	CONTRACT DOLLAR AMOUNT:	\$ 22,050.00
	PROJECT DESCRIPTION:	Epoxy lining to the interior surface of Nine, 48-inch precast manholes
	START DATE:	May 2019
	END DATE:	May 2019



**Ace Pipe Cleaning, Inc.**  
**Epoxy References**

4	PROJECT NAME:	South Kansas River Pump Station Rehab
	PROJECT LOCATION:	Topeka, KS
	TYPE OF PROJECT:	Epoxy lining
	PRIME OR SUB?	SUB
	ACE CONTACT PERSON:	Bryan Dobson 816-807-7947
	GC NAME & EMAIL:	Garney Construction-Tim Diamond- tdiamond@grimmconstruction.com
	CONTRACT DOLLAR AMOUNT:	\$ 196,000.00
	PROJECT DESCRIPTION:	Approximately 14,000 SF of epoxy lining to wet wells and structures
	START DATE:	December 2013
	END DATE:	June 2014
5	PROJECT NAME:	Countywide Term Contract
	PROJECT LOCATION:	Johnson County, KS
	TYPE OF PROJECT:	Epoxy Manhole Lining
	PRIME OR SUB?	SUB to SAK Construction
	ACE CONTACT PERSON:	Bryan Dobson 816-807-7947
	SAK Contact Info:	Brent Adams / badams@sakon.com / 816-550-0622
	County Contact Info:	Troy Young / 913-687-3690
	CONTRACT DOLLAR AMOUNT:	\$ 135,000.00
	PROJECT DESCRIPTION:	Approximately 590 VF of Epoxy Lining to 4 foot diameter manholes
	START DATE:	2018
6	END DATE:	2019
	PROJECT NAME:	Sewer Rehabilitation Services - Term & Supply Contract
	PROJECT LOCATION:	City of Columbia, MO
	TYPE OF PROJECT:	Cement & Epoxy Manhole Lining
	PRIME OR SUB?	PRIME
	ACE CONTACT PERSON:	Bryan Dobson 816-807-7947
	Owner Contact Info:	Mr. Nate Runyan / ndrnyan@gocolumbiamo.gov / 573-441-5482
	CONTRACT DOLLAR AMOUNT:	\$ 400,000.00
	PROJECT DESCRIPTION:	Approximately 3,500 VF of Cement & Epoxy Lining to manholes
	START DATE:	2018
	END DATE:	Ongoing



81





January 6, 2023

To Whom It My Concern,

This letter shall serve as recognition that Ace Pipe Cleaning, Inc., currently located at 6601 Universal Ave, Kansas City, MO, is a certified Raven Lining System applicator in good standing and operates in strict accordance with our Certified Applicators Agreement executed between both parties dated January, 13, 2004.

Ace Pipe Cleaning continues to prove themselves as one of Raven Lining Systems top applicator with over 25,000 vertical feet of product applied to date. Ace Pipe Cleaning also continues to demonstrate the knowledge and experience in manhole rehabilitation to make them one of Raven's top applicators in the country.

This letter shall further serve as written notice that Ace Pipe Cleaning possesses all necessary equipment needed to properly apply Raven's products and has complied with all annual equipment inspections and re-certification of personal to assure they continue to apply our products in strict accordance with our applicators procedures.

We at Raven Lining Systems are proud to say Ace Pipe Cleaning is our applicator.

If you should have any questions, please contact me for any other information on this matter.

Sincerely,

Tripp Ishmael

V. P. Product Development  
Raven Lining Systems  
13105 East 61<sup>st</sup> Street  
Broken Arrow, OK 74012  
(918) 615 0131





686 S. Adams St.  
Kansas City, KS. 66105  
(913) 321-9000

# Raven® 405

## Technical Data Sheet

### Selection & Specification Data

#### Description

Raven® 405 is a 100% solids, ultra-high build, solvent free epoxy coating formulated with exceptionally high physical properties and chemical resistance. 405 exhibits a superior bond to dry and damp concrete, masonry, steel, ductile iron and fiberglass and is specifically designed as a corrosion protection and structural enhancement lining system which can be used on and in wastewater structures, buried pipelines, tanks, and other corrosive environments.

#### Typical Uses

Severe Wastewater Environment—New or existing concrete and steel structures where rehabilitation of an existing structure requires enhancement of the structural integrity and where exposure to concentrated acids and caustics may be expected. Also, designed to reduce the Inflow and Infiltration (I&I) to sewer collection systems.

#### Color & Stability (Limitations)

The Part A Resin is white; the Part B Curing Agent is blue. When mixed the product is light blue. Limited special colors are available on request. Discolorations and yellowing can and will occur upon exposure to UV (exterior applications). Discoloration or down-glossing does not affect performance.

#### Theoretical Coverage Rates

Theoretical coverage is 1604 square feet per gallon at 1 mil DFT. Actual surface coverage will depend on substrate porosity and roughness. A wet film thickness gauge or pump stroke counter may be used to determine actual coating coverage.

#### Dry Film Thickness

Recommended thickness will vary from 30 – 250+ mils per coat based on service conditions.

#### Recommended Dry Film Thickness (Typical)

Concrete, New/Smooth:	80-250+ mils DFT.
Concrete, Rough:	100-250+ mils DFT.
Concrete, Resurfaced:	80-250+ mils DFT.
Masonry/Brick:	125-250+ mils DFT.
Masonry/Brick, Resurfaced:	80-250+ mils DFT.
Steel (Carbon):	30-80 mils DFT.
Non-Ferrous Metals:	30-80 mils DFT.

#### Physical Properties (Typical) Independent Testing

Test	Method	Result
Tensile Strength	ASTM D638	>9,000 psi
Tensile Elongation	ASTM D638	>6%
Compressive Strength	ASTM D695	>18,000
Flexural Strength	ASTM D790	>15,000
Hardness, Shore D	ASTM D2240	87
Taber Abrasion, CS-17 wheel	ASTM D4060, 1 kg load/1,000 cycles	57
Adhesion, Steel	ASTM D4541	>2,500 psi
Adhesion, Concrete	ASTM D7234	Substrate Failure
VOC	Calculated	0 g/L

The value ranges stated in this Technical Data Sheet are based on system processing under controlled laboratory conditions. Equipment configuration and/or field application conditions may produce variances in the final system values.





# Raven® 405

## Technical Data Sheet

### Surface Preparation

#### General

Prior to coating, the substrate must be prepared in a manner that provides a uniform, clean, sound, neutralized surface suitable for the specified coating. The substrate must be free of all contaminants, such as oil, grease, rust, scale or deposits. In general, coating performance is proportional to the degree of surface preparation.

#### Steel (Immersion Service)

Clean the surface prior to surface preparation in accordance with "Solvent Cleaning" (SSPC SP- 1) to remove oil, grease, and other soluble contaminants. Surfaces to be coated should then be prepared according to SSPC SP-10/NACE No. 2 *Near-White Metal Blast Cleaning* for immersion service. The resulting angular anchor profile shall be 3.0-5.0 mils and be relative to the coating thickness specified.

#### Ductile Iron Pipe (Atmospheric and Immersion Service)

All oils, small deposits of asphalt paint and grease shall be removed by solvent cleaning (see NAPF 500-03-01). Abrasive blast to accordance with NAPF 500-03-04. More information on cleaning ductile iron pipe can be found at [www.napf.com](http://www.napf.com)

#### Steel (Atmospheric/Non-Immersion Service)

Visible deposits of oil, grease, or other contaminants shall be removed according to SSPC-SP 1 followed by SSPC SP-6/NACE No. 3 *Commercial Blast Cleaning*, resulting in a sharp angular anchor profile of 2.5-4.0 mils.

#### Concrete & Masonry

Reference SSPC SP-13/NACE No. 6 *Surface Preparation of Concrete*. Surfaces must be sound and contaminant-free with a surface profile equivalent to a minimum CSP3 to CSP5 in accordance with ICRI Technical Guideline No. 310.2R-2013. This can generally be achieved by abrasive blasting, shot blasting, high-pressure water cleaning, water jetting, or a combination of methods.

#### Primers (Suggested):

Concrete (optional)	Raven 175 Raven 171FS Raven 155
Carbon Steel (blast holding)	AquataPoxy 190* Raven 490*
Non-Ferrous Metals	AquataPoxy 190

PVC, PE, PP, PS, & HDPE- Contact Raven Tech Service

\*Do not use this primer if immersion temperatures will exceed 140°F

### Mixing & Thinning

#### Components & Mix Ratio

Part A Resin: Part B Curing Agent mix ratio is 3:1 by volume.

#### Hand Mixing (touch-up or small repairs)

Individually power mix both Part A and Part B containers prior to measuring out 3 parts of Part A to 1 part of Part B by volume into a clean disposable pail. Completely mix combined A & B for a minimum of one minute before transferring contents to a clean pail. Continue mixing at least another minute, scraping the sides and bottom, to obtain a thorough mix before application. Properly mixed material will be a uniform color without light or dark spots.

#### Thinning

Do not thin with solvents. If lower viscosity is needed, heat unmixed material by placing the containers in hot tap water until the desired flow properties are obtained. To heat larger quantities, drum heaters or inline heaters on specialized spray equipment may be used. Unmixed material should not be heated above 150°F (66°C).

#### Pot Life

The pot life is ~20 minutes for one gallon at 72°F (22°C). Longer pot life is possible by mixing smaller amounts and cooling down the part A & B before mixing.





# Raven® 405

## Technical Data Sheet

### Application & Equipment Guidelines

#### Spray Application

Optimal proportioning and mixing is achieved with the use of a Raven Lining Systems approved plural-component airless spray system. Raven recommends the use of fixed ratio (3:1), such as, Graco XP 50 or 70 Plural-Component Pump System. Viscon Fluid Heaters and heated hoses are recommended. Carefully monitor, heating devices such as drum blankets or bands to avoid scorching of the material or melting drum liners. Pre-heating containers must not exceed temperatures greater than 150°F.

#### Recommended spray temperatures

115-145°F for Part A and 90-125°F for Part B. Temperature is dependent on ambient conditions and hose lengths. To equalize viscosities and reduce operating pressure, Part A should be 20°F warmer than Part B during processing.

#### Spray Application

Heated Hose Temp	125°F-145°F
Typical Spray Pressure	1,800-3,000 psi
Recommended Tip Sizes	531-535
Pot life at whip/gun	1-2 minutes
Supply pump pressure	100 psi

#### Brush/Trowel

For touch-up and holiday repair only.

### Application & Service Conditions

#### Environmental & Substrate Conditions

Minimum recommended substrate temperature: 40°F (4°C) Maximum recommended substrate temperature: 120°F (49°C). For best results in limiting outgassing, with a primer or not, apply to prepared concrete when the substrate temperature is stable or falling.

#### Service Temperatures (Temperature Resistance)

Maximum recommended dry temperature: 150°F (66°C). May be post-cured for service up to 200°F (93°C). Wet temperature resistance depends on chemical concentration and exposure time. Contact Raven Technical Service for additional information.

### Curing Schedule & Re-Coat Window

#### Cure Time

The set time varies with substrate temperature and application thickness. Generally, the coating will be tack-free in 3 ½ hours at 72°F (22°C) and dry-hard in about 5 hours.

#### Cure to Service (Municipal wastewater):

5 hours at 60°F

#### Recoat Time

This product may be recoated as soon as it becomes tacky but does not transfer to the finger. When applying multiple coats, do not allow more than 12 hours at 72°F (22°C) substrate temperature to pass between coats, higher temperatures will shorten this window. Before recoating; visually inspect, clean and dry surface thoroughly to remove all contamination, including amine blush or condensation. If the recoat time is missed, abrade and clean surfaces prior to recoating.





# Raven® 405

## Technical Data Sheet

### Cleanup & Safety

#### Cleanup

To clean tools, use acetone, MEK or xylene. To clean skin, wash immediately and thoroughly with soap and water. Refer to the Safety Data Sheet (SDS) for additional information on health and safety.

#### Safety

SDS's are available on the website ([www.ravenlining.com](http://www.ravenlining.com)) or upon request. All personnel should read and understand the safety recommendations as set forth in the SDS. Keep uncured product away from children at all times.

### Packaging, Handling, & Storage

#### Packaging

Available in 5 gallon (19L) pails as a 20 gallon (76L) kit, 30 gallon (113.5L) drums as a 120 gallon (454L) kit, and 55 gallon (208L) drums as a 220 gallon (832L) kit. Kits are supplied in the correct proportions of A & B; and the two components must be mixed together before use. Raven 405 will only be sold to Raven Certified Applicators.

#### Shelf Life

Product shelf life is 2 years from purchase date in original unopened containers.

#### Storage Temperature & Humidity

Store in a sheltered area between 60°F (16°C) and 100°F (38°C).

### Warranty

Warranty and Disclaimer: Raven Lining Systems, Inc. ("Raven") warrants its products to be free of manufacturing defects in accord with applicable Raven quality control procedures and that they meet the formulation standards of Raven. To the best of our knowledge, the technical data contained herein is true and accurate on the date of publication and is subject to change without prior notice. If within one (1) year from purchase, any product is proven defective, Raven, at its sole option, will either replace the defective product or refund the purchase price. This warranty is void if the product is used contrary to Raven's written directions.

THE AFORESAID IS THE EXCLUSIVE WARRANTY AND IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED. THERE IS NO WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE. UNDER NO CIRCUMSTANCES SHALL RAVEN BE LIABLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES OR FOR LOST PROFITS.



**ACTION BY ALL OF THE DIRECTORS  
OF  
ACE PIPE CLEANING  
BY WRITTEN CONSENT  
IN LIEU OF AN ANNUAL MEETING**

The undersigned, being all the members of the Board of Directors of Ace Pipe Cleaning Inc., a Missouri corporation (the "Corporation"), hereby waive all notice, and hereby vote for, consent to, ratify, and adopt the following actions as if the same had been duly voted for, consented to, ratified, and adopted at a duly called and convened annual meeting of the board of directors of the Corporation:

**RESOLVED**, that the following persons are hereby elected to the offices of the Corporation set forth opposite such person's name, to serve until such person's successors are elected and qualified, in accordance with the By-Laws of the Corporation:

Steve Hontz  
Don Uberroth  
Theresa Calvert  
Bruce Vantine

President  
Vice President  
Vice President  
Secretary / Treasurer

**FURTHER RESOLVED**, this consent may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one instrument. This consent may be executed by facsimile, telecopy, pdf, or other reproduction, and such execution shall be considered valid, binding and effective for all purposes.

**FURTHER RESOLVED**, that any and all acts previously taken by the officers of the Corporation since the date of the last annual meeting (or written consent in lieu thereof) of the Board of Directors, are in all respects expressly ratified and confirmed as the acts and deeds of the Corporation.

Dated: January 10, 2019

  
\_\_\_\_\_  
Steve Hontz,  
Being the Sole Director of the Corporation







# City of Lawton

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

## Commentary

---

**File #:** 23-1005

**Agenda Date:** 11/14/2023

**Agenda No:** 5.

---

**ITEM TITLE:**

Consider approving the Final Amendment and accepting the 2017 Ad Valorem Street and Roads Program (Residential), Phase I-C - SE 47<sup>th</sup> Street, Bedford Circle, & SW C Ave - Project No. EN1707P1C and placing the Maintenance Bond into effect.

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

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

**BACKGROUND:** On July 13, 2021, Council awarded a contract to A-Tech Paving for the 2017 Ad Valorem Street and Roads Program (Residential), Phase I-C - SE 47<sup>th</sup> Street, Bedford Circle, & SW C Ave - Project No. EN1707P1C - in the amount of \$1,975,443.55. The project consisted of the reconstruction of SE 47th Street extending approximately 283-ft from SE Kincaid Ave to SE Brown ST, SE Bedford Circle of approximately 851-ft in length, SW C Ave extending approximately 579-ft from SW 26th to SW 27th ST, and NW 36th ST extending approximately 1,282-ft from SW 21st ST to SW 18th ST. The project included paving, ADA-compliant sidewalks, driveways, water lines, sewer lines, storm drain lines, and other works shown on the plans and specifications of the residential streets. The contract time is specified as 400 calendar days.

On January 28, 2022, the contract was amended and change ordered (Amendment No. 1 and Change Order No. 1) to account for construction and time required to construct the intersection of SE 47<sup>th</sup> ST and SE Brown ST, lowering the waterline crossing at SE Brown ST, and the construction of sidewalk, ADA compliant ramps and traffic striping at the intersection in the amount of \$37,011.55. Amendment No. 2 and Change Order No. 2 accounted for the construction required to construct 445 feet of SW 21<sup>st</sup> Street from SW C Ave to SW D Ave, lower 4" Sanitary Sewer services on SW 21<sup>st</sup> Street and for the installation of a metal plate at the flume crossing on the southeastern side of Bedford Cr in the amount of \$76,709.10. Amendment No. 2 and Change Order No. 2 also added 30 calendar days to the contract, making the new contractual end date as October 28, 2022. This Final Amendment reconciles the actual as-built quantities with the final construction quantities and increases the contract amount in the amount of \$38,923.74. Therefore, the revised contract amount for the project, including Amendment No. 1 & Change Order No. 1, Amendment No. 2 & Change Order No. 2, and Final Amendment is \$ 2,128,087.94.

A final inspection was held, and the list of deficient items noted at the meeting was completed satisfactorily. A-Tech Paving has submitted the Maintenance Bond, Payment Certificate, Contractor's Release to the City, and Subcontractor's Waiver and Release of Lien upon Final Payment.

**EXHIBIT:** Final Amendment, Payment Certificate, Contractor's Release to the City and Bond Rider for the Increased Maintenance Bond Amount

**KEY ISSUES:** Click or tap here to enter text.

**FUNDING SOURCE:** 2017 Ad Valorem Funds

**STAFF RECOMMENDED COUNCIL ACTION:** Approve the Final Amendment and accept the 2017 Ad Valorem Street and Roads Program (Residential), Phase I-C - SE 47<sup>th</sup> Street, Bedford Circle, & SW C Ave - Project No. EN1707P1C and place the Maintenance Bond into effect.





# 2017 AD VALOREM STREET AND ROADS PROGRAM (Residential), PHASE I-C – SE 47<sup>th</sup> Street, Bedford Cr & SW C Ave Final Amendment

Project No. EN1707P1C

Date: October 16, 2023

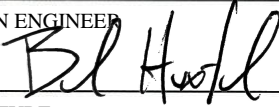
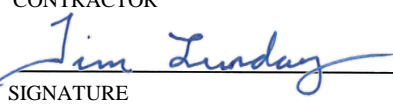
<b>PROJECT:</b> 2017 Ad Valorem Street and Roads Program (Residential), Phase I-C – SE 47 <sup>th</sup> Street, Bedford Cr & SW C Ave	<b>CONTRACT INFORMATION:</b> Contract For: Street Reconstruction <b>NTP Date:</b> August 09, 2021	<b>CHANGE ORDER INFORMATION:</b> Final Amendment
<b>OWNER:</b> City of Lawton 212 Southwest 9 <sup>th</sup> Street Lawton, OK 73501	<b>DESIGN ENGINEER:</b> Freese & Nichols, 3600 NW 138 <sup>th</sup> Street, Suite 202 Oklahoma City, OK 73134	<b>CONTRACTOR:</b> A-Tech Paving 500 N. Vickie Drive Oklahoma City, OK 73117

**THE CONTRACT IS CHANGED AS FOLLOWS:**

Final amendment amends the quantities and contract sum as shown in the attached table 2017-07 Ad Valorem Streets and Roads – Project I-C – Final Contract Quantities and Value.

The original Contract Sum was	\$ 1,975,443.55
The net change by previously authorized Amendments/Change Orders	\$ 113,720.65
The Contract Sum prior to this Amendment/Change Order	\$ 2,089,164.20
The Contract Sum will be increased by this Amendment in the amount of	\$ 38,923.74
The new Contract Sum including this Amendment/Change Order will be	\$ 2,128,087.94

NOT VALID UNTIL SIGNED BY THE DESIGN ENGINEER, CONTRACTOR AND OWNER.

Freese & Nichols	A-Tech Paving	City of Lawton
DESIGN ENGINEER	CONTRACTOR	OWNER
		
SIGNATURE	SIGNATURE	SIGNATURE
Brandon Huxford, Project Engineer	Tim Lunday, President	Stan Booker, Mayor
PRINTED NAME AND TITLE	PRINTED NAME AND TITLE	PRINTED NAME AND TITLE
10/16/23	11/1/2023	
DATE	DATE	DATE



Attest: \_\_\_\_\_  
Traci Hushbeck, City Clerk

APPROVED as to form and legality on the \_\_\_\_\_ day of \_\_\_\_\_, 2023

\_\_\_\_\_  
Tim Wilson, Interim City Attorney

I, Finance Director, of the City of Lawton, Oklahoma, do hereby certify that I have entered the amount of this encumbrance (\$ \_\_\_\_\_) against the appropriated Account # (\_\_\_\_\_), and after charging this encumbrance in the amount of \$ \_\_\_\_\_, there is an unencumbered balance in said appropriated account of \$ \_\_\_\_\_.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2023

\_\_\_\_\_  
Finance Director



2017-07 AD VALOREM STREETS AND ROADS- PROJECT I-C - FINAL CONTRACT QUANTITIES AND VALU

ITEM NO	UNITS	ITEM DESCRIPTION	I-C				UNIT PRICE	CONTRACT VALUE WITH AMENDMENTS 1 AND 2	CONTRACT VALUE CHANGE	TOTAL AMOUNT TO DATE
			PLAN QUANTITY	AMEND QUANTITY	QUANTITY TO DATE	QUANTITY DIFFERENCE				
1	LSUM	CLEARING AND GRUBBING	1		1	-	\$ 17,500.00	\$ 17,500.00	\$ -	\$ 17,500.00
2	LSUM	EARTHWORK	1		1	-	\$ 58,300.00	\$ 58,300.00	\$ -	\$ 58,300.00
3	LSUM	SWPP DOCUMENTATION AND MANAGEMENT	1		1	-	\$ 2,500.00	\$ 2,500.00	\$ -	\$ 2,500.00
4	EA	TEMPORARY SEDIMENT CONTROL FILTER	7		7	-	\$ 515.00	\$ 3,605.00	\$ -	\$ 3,605.00
5	LF	TEMPORARY SILT DIKE	10		3	(7)	\$ 360.00	\$ 3,600.00	\$ (2,520.00)	\$ 1,080.00
6	SY	REMOVAL OF CONCRETE PAVEMENT	4,001		4001.66	1	\$ 6.85	\$ 27,406.85	\$ 4.52	\$ 27,411.37
7	SY	REMOVAL OF ASPHALT PAVEMENT	3,416	1,105	5391.71	871	\$ 6.60	\$ 29,838.60	\$ 5,746.69	\$ 35,585.29
8	SY	REMOVAL OF CONCRETE DRIVEWAY	1,240		1240	-	\$ 7.50	\$ 9,300.00	\$ -	\$ 9,300.00
9	SY	REMOVAL OF ASPHALT DRIVEWAY	150		150	-	\$ 7.50	\$ 1,125.00	\$ -	\$ 1,125.00
10	LF	REMOVAL OF CURB AND GUTTER	5,082	63	5145	-	\$ 4.90	\$ 25,210.50	\$ -	\$ 25,210.50
11	SY	REMOVAL OF SIDEWALK	40	85	125	-	\$ 10.00	\$ 1,250.00	\$ -	\$ 1,250.00
12	EA	REMOVE AND RESET MAILBOX	45		44	(1)	\$ 105.00	\$ 4,725.00	\$ (105.00)	\$ 4,620.00
13	LSUM	REPAIR EXISTING LANDSCAPING	1		1	-	\$ 2,000.00	\$ 2,000.00	\$ -	\$ 2,000.00
14	LSUM	REPAIR EXISTING IRRIGATION	1		1	-	\$ 2,000.00	\$ 2,000.00	\$ -	\$ 2,000.00
15	LSUM	MOBILIZATION	1		1	-	\$ 108,000.00	\$ 108,000.00	\$ -	\$ 108,000.00
16	LSUM	CONSTRUCTION STAKING LEVEL II	1		1	-	\$ 14,720.00	\$ 14,720.00	\$ -	\$ 14,720.00
17	EA	REMOVE & RESET GROUND MOUNTED SIGN	9	1	10	-	\$ 200.00	\$ 2,000.00	\$ -	\$ 2,000.00
18	LSUM	TRAFFIC CONTROL	1		1	-	\$ 11,500.00	\$ 11,500.00	\$ -	\$ 11,500.00
19	SY	SOLID SLAB SODDING	4,066	914	4692.8	(287)	\$ 5.55	\$ 27,639.00	\$ (1,593.96)	\$ 26,045.04
20	SY	SEPERATOR FABRIC	8,767	1,502	10269	-	\$ 1.40	\$ 14,376.60	\$ -	\$ 14,376.60
23	SY	LIME STABILIZED SUBGRADE	8,767	1,502	8376	(1,893)	\$ 6.90	\$ 70,856.10	\$ (13,061.70)	\$ 57,794.40
35	LF	CONCRETE SIDEWALK CURBWALL	25		64.5	40	\$ 40.00	\$ 1,000.00	\$ 1,580.00	\$ 2,580.00
36	LF	TRAFFIC STRIPE (PLASTIC) (24" WIDE)	336	133	440	(29)	\$ 18.50	\$ 8,676.50	\$ (536.50)	\$ 8,140.00
37	SY	4" CONCRETE SIDEWALK	1,198	85	1283	-	\$ 42.00	\$ 53,886.00	\$ -	\$ 53,886.00
38	SY	6" CONCRETE DRIVEWAY	1,684		1622.25	(62)	\$ 49.65	\$ 83,610.60	\$ (3,065.89)	\$ 80,544.71
39	SF	TACTILE WARNING DEVICE - NEW (TYPE B)	200	40	240	-	\$ 33.50	\$ 8,040.00	\$ -	\$ 8,040.00
40	LF	8" PVC WATER LINE, AWWA C900, DR 18	1,560	40	1680	80	\$ 119.30	\$ 190,880.00	\$ 9,544.00	\$ 200,424.00
41	EA	CONNECTION TO EXISTING 4" WATER MAIN	3		1	(2)	\$ 3,410.00	\$ 10,230.00	\$ (6,820.00)	\$ 3,410.00
42	EA	CONNECTION TO EXISTING 6" WATER MAIN	10	1	17	6	\$ 5,682.00	\$ 62,502.00	\$ 34,092.00	\$ 96,594.00
43	EA	WATER SERVICE LINE 1" (SHORT SIDE)	19		22	3	\$ 910.00	\$ 17,290.00	\$ 2,730.00	\$ 20,020.00
44	EA	WATER SERVICE LINE 1" (LONG SIDE)	27		27	-	\$ 1,478.00	\$ 39,906.00	\$ -	\$ 39,906.00
45	EA	8" GATE VALVE	13		13	-	\$ 5,682.00	\$ 73,866.00	\$ -	\$ 73,866.00
46	LB	MISCELLANEOUS FITTINGS	5,000	103	5765	662	\$ 1.45	\$ 7,399.35	\$ 959.90	\$ 8,359.25
47	EA	REPLACE EXISTING WATER METER BOX (12X17X18 PLASTIC BLACK BOX)	59		62	3	\$ 341.00	\$ 20,119.00	\$ 1,023.00	\$ 21,142.00
48	EA	RELOCATE AND EXTEND EX. WATER SERVICE LINE AND WATER METER BOX	5		13	8	\$ 1,705.00	\$ 8,525.00	\$ 13,640.00	\$ 22,165.00
49	EA	ADJUST EX. WATER VALVE TO PROPER GRADE	2		2	-	\$ 398.00	\$ 796.00	\$ -	\$ 796.00
50	EA	FIRE HYDRANT ASSEMBLY & 6" GATE VALVE	2		2	-	\$ 5,682.00	\$ 11,364.00	\$ -	\$ 11,364.00
51	CY	AGGREGATE BASE TYPE A (8 IN) (PAVEMENT REPAIR)	68	(58)	10	-	\$ 70.00	\$ 700.00	\$ -	\$ 700.00
52	TON	SUPERPAVE. TYPE S3 (PG 64-22 OK) (4 IN LAYER) (PAVEMENT REPAIR)	68	(68)	0	-	\$ 114.00	\$ -	\$ -	\$ -
53	TON	SUPERPAVE TYPE S4 (PG 64-22 OK) (2 IN LAYER) (PAVEMENT REPAIR)	34	(34)	0	-	\$ 163.00	\$ -	\$ -	\$ -
54	EA	MANHOLE (5' DIAMETER)	2		2	-	\$ 5,682.00	\$ 11,364.00	\$ -	\$ 11,364.00
55	EA	ADDITIONAL DEPTH MANHOLE (5' DIAMETER)	11		11	-	\$ 285.00	\$ 3,135.00	\$ -	\$ 3,135.00
56	EA	JUNCTION BOX	4		4	-	\$ 5,682.00	\$ 22,728.00	\$ -	\$ 22,728.00
57	EA	INLET CI DES. 1 (A)	1		1	-	\$ 5,398.00	\$ 5,398.00	\$ -	\$ 5,398.00
58	EA	INLET CI DES. 1 (2A)	1		1	-	\$ 4,205.00	\$ 4,205.00	\$ -	\$ 4,205.00
59	EA	INLET CI DES. 3 (STD)	4		4	-	\$ 7,387.00	\$ 29,548.00	\$ -	\$ 29,548.00
60	LF	ADDITIONAL DEPTH INLET CI DES. 3 (STD)	10		10	-	\$ 341.00	\$ 3,410.00	\$ -	\$ 3,410.00
61	EA	GARY GRATE INLET	1		1	-	\$ 37,500.00	\$ 37,500.00	\$ -	\$ 37,500.00
62	LF	15" R.C. PIPE CLASS III	64		64	-	\$ 136.40	\$ 8,729.60	\$ -	\$ 8,729.60
63	LF	24" R.C. PIPE CLASS III	295		287	(8)	\$ 147.75	\$ 43,586.25	\$ (1,182.00)	\$ 42,404.25
64	LF	30" R.C. PIPE CLASS III	1,275		1275	-	\$ 181.85	\$ 231,858.75	\$ -	\$ 231,858.75
65	LF	36" R.C. PIPE CLASS III	62		62	-	\$ 210.25	\$ 13,035.50	\$ -	\$ 13,035.50
66	LF	EDGE DRAIN CONDUIT-PERFORATED	2,608		2608	-	\$ 24.50	\$ 63,896.00	\$ -	\$ 63,896.00
67	LF	EDGE DRAIN CONDUIT-NON-PERFORATED	130		130	-	\$ 24.50	\$ 3,185.00	\$ -	\$ 3,185.00
					0	-	\$ -	\$ -	\$ -	\$ -
22	CY	AGGREGATE BASE TYPE A (STD. 6", HEAVY 12")	2,020	252	2260.97	(11)	\$ 65.10	\$ 147,907.20	\$ (718.05)	\$ 147,189.15
26	TON	SUPERPAVE. TYPE S3 (PG 64-22 OK) (4 IN LAYER) (TRANSITION)	6		0	(6)	\$ 114.00	\$ 684.00	\$ (684.00)	\$ -
27	TON	SUPERPAVE TYPE S4 (PG 64-22 OK) (2 IN LAYER) (TRANSITION)	3		0	(3)	\$ 163.00	\$ 489.00	\$ (489.00)	\$ -
28	SY	PORTLAND CEMENT CONCRETE PAVEMENT (STD.6", HEAVY 6.5")	8,016	1,464	9493	13	\$ 40.20	\$ 381,096.00	\$ 522.60	\$ 381,618.60
29	LF	CONCRETE CURB (6" BARRIER-INTEGRAL)	4,495	263	4758	-	\$ 6.00	\$ 28,548.00	\$ -	\$ 28,548.00
31	LF	CONCRETE CURB (4" MOUNTABLE-INTEGRAL)	400		400	-	\$ 6.00	\$ 2,400.00	\$ -	\$ 2,400.00
33	LF	CONCRETE CURB (6" MOUNTABLE-INTEGRAL)	24		0	(24)	\$ 6.00	\$ 144.00	\$ (144.00)	\$ -
C02.1	EA	4" SANITARY SEWER SERVICE RELOCATION		2	2	-	\$ 3,800.00	\$ 7,600.00	\$ -	\$ 7,600.00
C02.2	LSUM	METAL PLATE FOR FLUME CROSSING		1	1	-	\$ 2,475.00	\$ 2,475.00	\$ -	\$ 2,475.00
TOTAL CONTRACT VALUE								\$ 2,089,165.40	\$ 38,922.61	\$ 2,128,088.01





Hudson Insurance Group  
100 William Street, 5th Floor  
New York, NY 10038

RIDER # 1

To be attached to and form part of Bond No. HICSW-10-A217-0401

Issued by Hudson Insurance Company

In behalf of A-Tech Paving

In favor of City of Lawton

In the amount of One Million Nine Hundred Seventy-Five Thousand Four Hundred Forty-Three Dollars and 55/100 (\$ 1,975,443.55 ) Dollars

Effective 6/22/2021

It is hereby understood and agreed that the Bond Amount is amended

From: \$1,975,443.55

To: \$2,128,087.94

Nothing herein contained shall be held to vary, alter, waive, or extend any of the terms, conditions, agreements, or limitations of the above mentioned Bond, other than as above stated.

Signed, sealed and dated on this 31st day of October, 2023.

By: Jim Lunday

HUDSON INSURANCE COMPANY

By: Faith Schrader  
Attorney-in-Fact | Faith Schrader





HICSW-A217-0460

**POWER OF ATTORNEY**

KNOW ALL MEN BY THESE PRESENTS: That HUDSON INSURANCE COMPANY, a corporation of the State of Delaware, with offices at 100 William Street, New York, New York, 10038, has made, constituted and appointed, and by these presents, does make, constitute and appoint

**Gary Howard Jones, Vicky Lee Jarvis, Robin D. Owens, Mark Tedford, Angela C. Holmstrom**

**Johnna Smith, Dede Allen, William C. Tippit, Andrew M. Treat, Faith Schrader**

**of the state of Oklahoma**

its true and lawful Attorney(s)-in-Fact, at New York, New York, each of them alone to have full power to act without the other or others, to make, execute and deliver on its behalf, as Surety, bonds and undertakings given for any and all purposes, also to execute and deliver on its behalf as aforesaid renewals, extensions, agreements, waivers, consents or stipulations relating to such bonds or undertakings provided, however, that no single bond or undertaking shall obligate said Company for any portion of the penal sum thereof in excess of the sum of **Twenty Five Million Dollars (\$25,000,000.00)**.

Such bonds and undertakings when duly executed by said Attorney(s)-in-Fact, shall be binding upon said Company as fully and to the same extent as if signed by the President of said Company under its corporate seal attested by its Secretary.

In Witness Whereof, HUDSON INSURANCE COMPANY has caused these presents to be of its Senior Vice President thereunto duly authorized, on this 4th day of April, 20 23 at New York, New York.



(Corporate seal)

Attest

**Dina Daskalakis No. 01MU6067553**

Corporate Secretary

**HUDSON INSURANCE COMPANY**

By

**Michael P. Cifone**

Senior Vice President

STATE OF NEW YORK

COUNTY OF NEW YORK. SS.

On the 4th day of April, 20 23 before me personally came Michael P. Cifone to me known, who being by me duly sworn did depose and say that he is a Senior Vice President of **HUDSON INSURANCE COMPANY**, the corporation described herein and which executed the above instrument, that he knows the seal of said Corporation, that the seal affixed to said instrument is such corporate seal, that it was so affixed by order of the Board of Directors of said Corporation, and that he signed his name thereto by like order.

(Notarial Seal)



**ANN M. MURPHY**

Notary Public, State of New York

No. 01MU6067553

Qualified in Nassau County

Commission Expires December 10, 2025

**CERTIFICATION**

STATE OF NEW YORK

COUNTY OF NEW YORK. SS.

The undersigned **Dina Daskalakis** hereby certifies:

That the original resolution, of which the following is a true and correct copy, was duly adopted by unanimous written consent of the Board of Directors of Hudson Insurance Company dated July 27<sup>th</sup>, 2007, and has not since been revoked, amended or modified:

"RESOLVED, that the President, the Executive Vice Presidents, the Senior Vice Presidents and the Vice Presidents shall have the authority and discretion, to appoint such agent or agents, or attorney or attorneys-in-fact, for the purpose of carrying on this Company's surety business, and to empower such agent or agents, or attorney or attorneys-in-fact, to execute and deliver, under this Company's seal or otherwise, bonds obligations, and recognizances, whether made by this Company as surety thereon or otherwise, indemnity contracts, contracts and certificates, and any and all other contracts and undertakings made in the course of this Company's surety business, and renewals, extensions, agreements, waivers, consents or stipulations regarding undertakings so made; and

FURTHER RESOVLED, that the signature of any such Officer of the Company and the Company's seal may be affixed by facsimile to any power of attorney or certification given for the execution of any bond, undertaking, recognizance, contract of indemnity or other written obligation in the nature thereof or related thereto, such signature and seal when so used whether heretofore or hereafter, being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed."

THAT the above and foregoing is a full, true and correct copy of Power of Attorney issued by said Company, and of the whole of the original and that the said Power of Attorney is still in full force and effect and has not been revoked, and furthermore that the Resolution of the Board of Directors, set forth in the said Power of Attorney is now in force.

Witness the hand of the undersigned and the seal of said Corporation this 31st day of October, 20 23

(Corporate seal)



By

**Dina Daskalakis, Corporate Secretary**



## PAYMENT CERTIFICATE

TO: City of Lawton

Re: 2017 AD VALOREM STREET AND ROADS PROGRAM  
(RESIDENTIAL), PHASE I-C - SE 47TH STREET, BEDFORD CIRCLE & SW C AVE -  
PROJECT #2017-07

I, Tim Lunday, President of  
Name of Authorized Agent and Designation

A-Tech Paving do hereby affirm that all claims and Company obligations incurred by me or in my behalf in connection with the performance of the above mentioned project have been fully paid and settled.

  
Authorized Representative  
A-Tech Paving  
Name of Company

STATE OF OKLAHOMA }  
COUNTY OF COMANCHE }

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this 1st day of November, 2023, personally appeared Tim Lunday, (name) to me known to be the identical person who signed the name of A-Tech Paving, (corporation/proprietorship/authorized agent name) an Oklahoma corporation, to the within and foregoing instrument as its President, (president/owner) and acknowledged to me that he executed the same as his free and voluntary act and deed and as the free and voluntary act and deed of said Corporation/Company for uses and purposes therein set forth.

Witness my hand and seal the day and year last above written.

  
Notary Public

My Commission Expires: 06-13-2026





## CONTRACTOR'S RELEASE TO CITY

TO: City of Lawton

Re: **2017 AD VALOREM STREET AND ROADS PROGRAM (RESIDENTIAL),  
PHASE I-C - SE 47TH STREET, BEDFORD CIRCLE & SW C AVE - PROJECT #2017-  
07**

This is to certify that Tim Lunday, by acceptance of this final payment, hereby releases the owner, City of Lawton, from all claims and all liabilities to the City of Lawton for all things done or furnished in connection with work on this project and further releases said City of Lawton from liabilities arising from any act of the owner or his agent arising in connection with this project. This release in no way operates to release the contractor or his Surety from any obligations under this contract or the bond tendered pursuant thereto.

A-Tech Paving

Name of Corporation

Tim Lunday

Authorized Agent

**STATE OF OKLAHOMA }  
COUNTY OF COMANCHE }**

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this 1st day of November, 2023, personally appeared Tim Lunday, (name) to me known to be the identical person who signed the name of A-Tech Paving, (business/proprietorship/authorized agent name), an Oklahoma corporation/proprietorship, to the within and foregoing instrument as its President (president/owner), and acknowledged to me that he executed the same as his free and voluntary act and deed and as the free and voluntary act and deed of said Corporation/ Company for uses and purposes therein set forth.

Witness my hand and seal the day and year last above written.

Jess White

Notary Public

My Commission Expires: 06-13-2026





**SUBCONTRACTOR'S**

**WAIVER AND RELEASE OF LIEN  
UPON FINAL PAYMENT**

The undersigned subcontractor or material/equipment supplier, in consideration of the final payment in the amount of \$ 442,140.00, hereby waives and releases its lien, and right to claim a lien for labor, services, or materials furnished to A-Tech Paving (contractor) on the job of 2017 AD VALOREM STREET AND ROADS PROGRAM (RESIDENTIAL), PHASE I-C - SE 47TH STREET, BEDFORD CIRCLE & SW C AVE - PROJECT #2017-07 for the City of Lawton, Comanche County, Oklahoma.

The said subcontractor or material/equipment supplier has been fully satisfied and paid any and all claims for labor and materials/equipment insofar as they pertain to the "Project" in question.

In further consideration of the payment made and set forth, the undersigned certifies that all of its subcontracts or material/equipment suppliers and employees on the project have already been paid and the undersigned agrees to indemnify and hold completely harmless A-Tech Paving (contractor) in the event of any claims hereafter made alleging non-payment by such subcontractors or material/equipment suppliers or employees.

Date: 11-2-2023

Southwest Water Works LLC  
Subcontractor/Supplier

By: Jackson Matthews (Print Name)

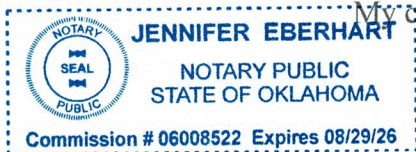
JM (Signature) Project Manager (Title)

State of Oklahoma County of Oklahoma

Subscribed and sworn to before me on this 2nd day of November, 2021

Jennifer Eberhart  
Notary Public My commissions expires: 8.29.26

My commission number: 06008522







# City of Lawton

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

## Commentary

---

**File #:** 23-1006

**Agenda Date:** 11/14/2023

**Agenda No:** 6.

---

**ITEM TITLE:**

Consider and take action in approving the plans, specifications and authorize advertisement for construction of the Lake Ellsworth Spillway Project PU2312.

**INITIATOR:** Rusty Whisenhunt, Public Utilities Director

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

**BACKGROUND:** During the months of May and June of 2015 the City of Lawton received unusually heavy rainfall. The heavy rainfall events caused extensive damages to several sections of the Ellsworth Spillway. CH2M Hill/Jacobs Engineering was contracted to investigate and design necessary repairs in order to restore the spillway to pre-damage functionality. On September 13<sup>th</sup> 2016, the City Council approved Amendment No. 5,6,7,8 and 10 with CH2M Hill/Jacobs Engineering for review of standard methods, hydraulic, geotechnical numerical analysis, seismic analysis to determine the maximum credible earthquake motion at the site, perform design of rehabilitation and completion of a Benefit Cost Analysis of the Ellsworth Spillway. Currently the design is at 100% complete and a positive Benefit Cost Analysis has been developed. The estimated current construction cost for repairs to Ellsworth Spillway is ±\$20 million dollars. The Design has been permitted by OWRB for construction. On August 8<sup>th</sup>, City Council accepted funding agreements for the FEMA HHDFY22 Grant in the amount of \$925,251.00, the Oklahoma State Competitive ARPA grant in the amount of \$1,000,000.00, and the Oklahoma State Designated ARPA Grant in the amount of \$10,000,000.00. Remaining funds will come from City match up to \$8 million. **This project is imperative to continue to provide a Safe Community to our Citizens as Public Utilities and the City of Lawton strive to meet the goals of the True North Culture Statement.**

**EXHIBIT:** The plans and specifications are on file in the Public Utilities office located at 2100 SW 6<sup>th</sup> Street and are available for review.

**KEY ISSUES:** Does the City Council wish to approve the plans, specifications, and authorize advertisement for the construction of the Lake Ellsworth Spillway Project PU2312?

**FUNDING SOURCE:** Grant Funds, CWSRF Loan, and 2019 PROPEL CIP Water/Wastewater funds

**STAFF RECOMMENDED COUNCIL ACTION:** Approve the plans, specifications, and authorize advertisement for the construction of the Lake Ellsworth Spillway Project PU2312.





# City of Lawton

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

## Commentary

---

**File #:** 23-1008

**Agenda Date:** 11/14/2023

**Agenda No:** 7.

---

**ITEM TITLE:**

Consider and take action extending contract RFPCL22-006 Electrical Instrumentation and Control Services to Worth Hydrochem of Norman, OK.

**INITIATOR:** Rusty Whisenhunt, Director of Public Utilities

**STAFF INFORMATION SOURCE:** Colbie Garrett, Buyer- Financial Services

**BACKGROUND:** The contract RFPCL22-006 Electrical Instrumentation and Control Services is currently in effect. The vendor, Worth Hydrochem of Norman, OK, has agreed to the contract extension with the same terms, conditions, and process. The department has recommended to extend the contract for an additional year. The vendor has met all contract requirements. Keeping the water and wastewater system operational at appropriate pressures and quality provides the Safety of the Community in accordance with the "TRUE NORTH CULTURE STATEMENT"

**EXHIBIT:** Department Recommendation, Vendor Extension Form, Contract

**KEY ISSUES:** Does the City of Lawton wish to extend RFPCL22-006 Electrical Instrumentation and Control Services to Worth Hydrochem of Norman, OK?

**FUNDING SOURCE:** Water and Wastewater Treatment Plant Repair and Maintenance Account (7006509-52120 and 7006508-51020).

**STAFF RECOMMENDED COUNCIL ACTION:** Extend RFPCL22-006 Electrical Instrumentation and Control Services to Worth Hydrochem. Estimated yearly cost is \$100,000.





# City of Lawton

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

## Commentary

---

**File #:** 23-1013

**Agenda Date:** 11/14/2023

**Agenda No:** 8.

---

**ITEM TITLE:**

Consider approving professional services contract in the amount of \$76,600.00 with C.H. Guernsey & Company for the initial services schematic design report phase of the Project PR2309 Elmer Thomas Park Aquatics Center. This is in accordance with the True North Culture Statement by providing a more efficient service to the citizens of Lawton.

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

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

**BACKGROUND:** C.H. Guernsey & Company will be providing initial architectural design services on the Project PR2309 Elmer Thomas Park Aquatics Center. Scope of Initial Services will include a Schematic Design Report for a new Aquatics center located within the Elmer Thomas Park. This phase will start with a programming effort that will set the scope for future phases. This phase will consist of the following tasks: Provide the City with multiple site plans to locate a mid-sized aquatic center which would feature: A lazy river, two slides, plunge pool and a few lap lanes that could double for swim lessons. Designed with the ability for future expansion. Provide restroom, lockers and changing facilities, parking for the programmed occupant load. Provide concessions that are accessible from both the aquatic center and the open park area. C.H. Guernsey & Company shall submit a design report, within 60 days from notice to proceed. Cost for the initial services phase is \$76,600.

**EXHIBIT:** Agreement with C.H. Guernsey Project PR2309 Elmer Thomas Park Aquatics Center

**KEY ISSUES:** Click or tap here to enter text.

**FUNDING SOURCE:** Propel FY24

**STAFF RECOMMENDED COUNCIL ACTION:** Consider approving professional services contract in the amount of \$76,600.00 with C.H. Guernsey & Company for the initial services schematic design report phase of the Project PR2309 Elmer Thomas Park Aquatics Center





# City of Lawton

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

## Commentary

---

**File #:** 23-1035

**Agenda Date:** 11/14/2023

**Agenda No:** 9.

---

**ITEM TITLE:**

Consider directing staff to issue an RFP for public adjuster services to evaluate recent insurance claims, payments, and/or evaluations.

**INITIATOR:** Mayor Stan Booker and Councilman Randy Warren

**STAFF INFORMATION SOURCE:** Mayor Stan Booker and Councilman Randy Warren

**BACKGROUND:** The City of Lawton recently experienced significant property damage to both vehicles and buildings due to severe weather. City staff has been diligently collaborating with our insurance providers and FEMA to achieve the best possible outcomes in the aftermath of the recent severe weather outbreak. However, it has come to our attention that engaging a public adjuster, acting on behalf of the insured, may offer an additional avenue for securing even more favorable settlements beyond the efforts undertaken with our current partners.

**EXHIBIT:** None.

**KEY ISSUES:** N/A

**FUNDING SOURCE:** N/A

**STAFF RECOMMENDED COUNCIL ACTION:** Direct staff to issue an RFP for public adjuster services to evaluate recent insurance claims, payments, and/or evaluations.





# City of Lawton

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

## Commentary

---

**File #:** 23-1007

**Agenda Date:** 11/14/2023

**Agenda No:** 10.

---

**ITEM TITLE:**

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

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

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

**BACKGROUND:** The inspection of bridges is an ongoing program through the Oklahoma Department of Transportation (ODOT). City participation is necessary to ensure eligibility for Federal Funds for City Highway Projects. ODOT requires that the City selects an engineer to perform these inspections from a pre-approved list based on a process outlined in a letter dated August 25, 2023. Based on the interviews conducted by the City on October 31, 2023, staff recommends using the firm of Burgess & Niple, Inc. as the inspection firm.

The consultant will contract with ODOT, and funding will be 100% Federal funds.

**EXHIBIT:** Letter from ODOT, Resolution No. 2023- \_\_\_\_

**KEY ISSUES:** ODOT requires a City Council Resolution before our engineering consultant can be officially selected.

**FUNDING SOURCE:** N/A

**STAFF RECOMMENDED COUNCIL ACTION:** Consider adopting Resolution 2023-\_\_\_\_ selecting the firm Burgess & Niple, Inc. to conduct the bi-annual inspections required by the National Bridge Inspection Standards (NBIS) Program.



RESOLUTION NO. 2023-\_\_

A RESOLUTION WHEREBY THE CITY COUNCIL OF LAWTON, OKLAHOMA AUTHORIZES THE SELECTION OF A PROFESSIONAL ENGINEERING FIRM TO CONDUCT THE BI-ANNUAL BRIDGE INSPECTIONS FOR THE CITY OF LAWTON AS REQUIRED BY THE NATIONAL BRIDGE INSPECTION STANDARDS (NBIS) PROGRAM.

WHEREAS, it is desirable for the City of Lawton to participate in the National Bridge Inspection Standards (NBIS) Program; and

WHEREAS, funding for the inspections will be 100% Federal funds (20% Federal funds designated to State Government and 80% Federal funds designated to Local Governments); and

WHEREAS, the City of Lawton requires the services of a professional engineer to perform the required inspections,

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

The Council of the City of Lawton hereby selects the firm of **Burgess & Niple, Inc.**, of Oklahoma City, OK, an ODOT pre-qualified engineering firm, as the professional engineering firm to conduct the CI-2458 bridge inspections services for the City of Lawton as required by the National Bridge Inspection Standards (NBIS) Program for the period of April 1, 2024 to March 31, 2026.

PASSED and APPROVED by the Mayor and Council of the City of Lawton, Oklahoma, this 14 th day of November, 2023.

\_\_\_\_\_  
Stanley Booker, MAYOR

ATTEST:

\_\_\_\_\_  
DONALYNN BLAZEK-SCHERLER, CITY CLERK

APPROVED as to form and legality on behalf of the City of Lawton this \_\_\_\_\_ day of \_\_\_\_\_, 2023

\_\_\_\_\_  
Timothy Wilson, INTERIM CITY ATTORNEY





# City of Lawton

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

## Commentary

**File #:** 23-1024

**Agenda Date:** 11/14/2023

**Agenda No:** 11.

**ITEM TITLE:**

Consider award of construction contract to Ellsworth Construction OKC, LLC DbA A-Tech Paving for the City Wide Pavement Rehabilitation Project, City Project No. PW2301

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

**STAFF INFORMATION SOURCE:** Director of Engineering, Joseph Painter, P.E., and Cliff Haggenmiller

**BACKGROUND:** On October 13, 2023, City Wide Pavement Rehabilitation Project, City Project No. PW2301, was advertised for bids. The project consists of the rehabilitation of ten different streets across the city including cold milling, asphalt resurfacing, and other work as shown on the plans and specifications on file in the Public Works Department office.

Bids were opened on November 03, 2023, and four bids were received. The bids were reviewed by EST, Inc. with the lowest responsive bidder, **Ellsworth Construction OKC, LLC DbA A-Tech Paving**, recommended for award of the construction contract in the amount of **\$1,548,624.50** for the City Wide Pavement Rehabilitation Project. The contract time for the project is specified as 90 calendar days.

Received Bids Were:

Company's Name	Bids
Ellsworth Construction	\$1,548,624.50
T&G Construction	\$1,895,678.56
Schiralli Construction	\$1,687,136.09
Rudy Construction	\$2,351,899.00
Engineer's Estimate (EST, Inc.)	\$2,077,309.30

**EXHIBIT:** Contract with Ellsworth Construction, Bid Tabulation, and Engineer's Letter of Recommendation

**KEY ISSUES:** Click or tap here to enter text.

**FUNDING SOURCE:** Streets Operational Fund, in the Street Department Repair & Maintenance line item (1005502-51020) there is \$2,925,519.42 available.

**STAFF RECOMMENDED COUNCIL ACTION:** Award the construction contract to Ellsworth Construction OKC, LLC DbA A-Tech Paving for the City Wide Pavement Rehabilitation Project, City Project No. PW2301



## CONTRACT

THIS CONTRACT made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2023, by and between CITY OF LAWTON, Oklahoma, a Municipal Corporation, acting by and through the Mayor and City Council, party of the first part, hereinafter referred to as "CITY", and Ellsworth Construction OKC, LLC DbA A-Tech Paving, party of the second part, hereinafter referred to as "CONTRACTOR".

### WITNESSETH:

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

### **CITY WIDE PAVEMENT REHABILITATION PROJECT CITY PROJECT** **NO. PW2301**

and

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

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

WHEREAS, the City, has duly awarded this Contract to said Contractor for the sum specified in the Contractor's proposal, to wit:

One Million Five Hundred Forty Eight Thousand Six Hundred Twenty Four and 50/100 Dollars (\$ 1,548,624.50). Said proposal of Ellsworth Construction OKC, LLC DbA A-Tech Paving is incorporated by reference into this contract.

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

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

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



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

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

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

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

The Contractor hereby agrees to commence work under this Contract on a date to be specified in a written "Work Order" of the CITY and to fully complete the project within **Ninety (90) consecutive calendar days**. The Contractor further agrees to pay as liquidated damages, the sum of **Two Thousand Dollars and 00/100 (\$2000.00) for each consecutive calendar day** thereafter as provided in Paragraph 18 of the General Conditions section of the Contract Documents and Technical Specifications.

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

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

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

b. The Contractor agrees to include this non-discrimination clause in any subcontracts connected with the performance of this Contract.



c. In the event of the Contractor's non-compliance with the above non-discrimination clause, this Contract may be terminated by the CITY. The Contractor may also be declared by the CITY to be ineligible for future contracts with the CITY until satisfactory proof of intent to comply shall be made by the Contractor.

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

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

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

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

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

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

10. Venue. This Contract shall be governed by the laws of the State of Oklahoma.

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

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



(FOR CORPORATIONS ONLY)

Ellsworth Construction OKC, LLC dba A-Tech Paving

Name of Corporation

By Tim Lutz

Title President

ATTEST:

Rachel Cox

Title Project Coordinator

(AFFIX SEAL)

(FOR PARTNERSHIPS AND PROPRIETORSHIPS)

Name of Partnership or Proprietorship

By \_\_\_\_\_

Title \_\_\_\_\_

COUNTY OF COMANCHE }  
STATE OF OKLAHOMA }

Before me the undersigned, a Notary Public in and for said state, on this \_\_\_\_\_ day of \_\_\_\_\_, 2023, personally appeared \_\_\_\_\_, a member of the partnership/proprietorship \_\_\_\_\_ to me known to be the identical person who executed the within and foregoing instrument on behalf of said partnership/proprietorship and acknowledged to me that \_\_\_\_\_ (he/she) executed the same as \_\_\_\_\_ (his/her) free and voluntary act and deed, and for the free and voluntary act and deed of said partnership/proprietorship, for the uses and purposes therein set forth.

\_\_\_\_\_  
Notary Public

My Commission Expires \_\_\_\_\_



CITY OF LAWTON, OKLAHOMA  
A Municipal Corporation

\_\_\_\_\_  
Stanley Booker, MAYOR

ATTEST:

\_\_\_\_\_  
Donalynn Blazek-Scherler, CITY CLERK

APPROVED as to form and legality this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

\_\_\_\_\_  
CITY ATTORNEY

I, Joe Dunham, Finance Director of the City of Lawton, Oklahoma, do hereby certify that I have entered the amount for this encumbrance against appropriate Account No. \_\_\_\_\_ for \_\_\_\_\_ (\$ \_\_\_\_\_), and after charging account title \_\_\_\_\_

**CITY WIDE PAVEMENT REHABILITATION PROJECT**

**CITY PROJECT NO. PW2301**

with this encumbrance there is an unencumbered balance in said account of \$ \_\_\_\_\_.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

\_\_\_\_\_  
Joe Dunham, FINANCE DIRECTOR



# PERFORMANCE BOND 5329800

KNOW ALL MEN BY THESE PRESENTS that  
Ellsworth Construction OKC, LLC Dba A-Tech Paving  
500 N Vickie Drive Del City, OK 73117 as Principal, and  
(full name and address)

Great American Insurance Company 301 E. Fourth Street, Cincinnati, OH 45202 as Surety, a  
(full name and address)

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

of One Million Five Hundred Forty Eight Thousand Six Hundred Twenty Four and 50/100 DOLLARS  
(\$ 1,548,624.50) for the payment of which, well and truly to be made, we hereby jointly and  
severally bind ourselves, our heirs, executors, administrators, trustees, successors, and assigns,  
firmly by these presents.

The condition of this obligation is such that WHEREAS, said Principal entered into a written  
contract with the CITY OF LAWTON, OKLAHOMA, dated on the \_\_\_\_\_ day of  
\_\_\_\_\_, 2023, for

## **CITY WIDE PAVEMENT REHABILITATION PROJECT CITY** **PROJECT NO. PW2301**

all in compliance with the plans and specifications therefore, made a part of said Contract and on  
file in the Office of the City Clerk, City of Lawton, City Hall, 212 SW 9th St, Lawton, Oklahoma  
73501.

NOW, THEREFORE, if said Principal shall

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

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

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



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

Dated this 6th day of November, 2023.

Principal:

Ellsworth Construction OKC, LLC Dba A-Tech Paving  
(Name of Contractor)

By: Jim Long PRESIDENT  
(Name & Title)

Surety:

Great American Insurance Company

By: Dayna Harjo  
Attorney-in-Fact (Affix Seal)  
Dayna Harjo

(FOR CORPORATIONS ONLY)

ATTEST:

[Signature]  
(Name & Title) (Affix Seal)

(FOR PARTNERSHIPS AND PROPRIETORSHIPS)

Notarized on this \_\_\_\_\_ day of \_\_\_\_\_, 2023

Notary: \_\_\_\_\_ My commission expires: \_\_\_\_\_



## STATUTORY BOND 5329800

KNOW ALL MEN BY THESE PRESENTS that

Ellsworth Construction OKC, LLC Dba A-Tech Paving

500 N Vickie Drive Del City, OK 73117 as Principal, and

(full name and address)

Great American Insurance Company 301 E. Fourth Street, Cincinnati, OH 45202

as Surety, a

(full name and address)

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

One Million Five Hundred Forty Eight Thousand Six Hundred Twenty Four and 50/100

DOLLARS

(\$ 1,548,624.50) in lawful money of the United States of America, for the payment of which, well and truly to be made, we bind ourselves and each of us, our heirs, executors, administrators, trustees, successors, and assigns, jointly and severally, firmly by these presents.

The condition of this obligation is such that WHEREAS, said Principal entered into a written Contract with the CITY OF LAWTON, OKLAHOMA, dated on the \_\_\_\_\_ day of \_\_\_\_\_, 2023, for

### **CITY WIDE PAVEMENT REHABILITATION PROJECT CITY** **PROJECT NO. PW2301**

all in compliance with the plans and specifications therefore, made a part of said Contract and on file in the Office of the City Clerk, City Hall, 212 SW 9th St, Lawton, Oklahoma 73501.

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

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



Dated this 6th day of November, 2023.

Principal:

Surety:

Ellsworth Construction OKC, LLC Dba A-Tech Paving  
(Name of Contractor)

Great American Insurance Company

By: [Signature] PRESIDENT  
(Name & Title)

By: [Signature]  
Attorney-in-Fact (Affix Seal)  
Dayna Harjo

**(FOR CORPORATIONS ONLY)**

ATTEST:  
[Signature]  
(Name & Title) (Affix Seal)

**(FOR PARTNERSHIPS AND PROPRIETORSHIPS)**

Notarized on this \_\_\_\_\_ day of \_\_\_\_\_, 2023

Notary: \_\_\_\_\_ My commission expires: \_\_\_\_\_



# MAINTENANCE BOND 5329800

KNOW ALL MEN BY THESE PRESENTS that

Ellsworth Construction OKC, LLC Dba A-Tech Paving

500 N Vickie Drive Del City, OK 73117

as Principal, and

(full name and address)

Great American Insurance Company 301 E. Fourth Street, Cincinnati, OH 45202

as Surety, a

(full name and address)

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

One Million Five Hundred Forty Eight Thousand Six Hundred Twenty Four and 50/100

DOLLARS

( \$ 1,548,624.50 ) in lawful money of the United States of America, said sum being equal to One Hundred Percent (100%) of the Contract price, for two (2) years after completion and acceptance of the project, payment of which, well and truly to be made, we bind ourselves and each of us, our heirs, executors, administrators, trustees, successors, and assigns, jointly and severally, firmly by these presents.

The condition of this obligation is such that WHEREAS, said Principal entered into a written contract with the CITY OF LAWTON, OKLAHOMA, dated on the \_\_\_\_\_ day of \_\_\_\_\_, 2023, for

## **CITY WIDE PAVEMENT REHABILITATION PROJECT CITY** **PROJECT NO. PW2301**

all in compliance with the plans and specifications therefore, made a part of this contract and file in the Office of the City Clerk of the City of Lawton, City Hall, 212 SW 9th St, Lawton, Oklahoma, 73501.

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

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

IN WITNESS WHEREOF, the said Principal has caused these presents to be executed in its name and its corporate seal to be hereunto affixed by its duly authorized officers, and the surety



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

Dated this 6th day of November, 2023.

Principal:

Ellsworth Construction OKC, LLC Dba A-Tech Paving  
(Name of Contractor)

Surety:

Great American Insurance Company

By: [Signature] PRESIDENT  
(Name & Title)

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

Dayna Harjo

**(FOR CORPORATIONS ONLY)**

ATTEST: [Signature]  
(Name & Title) (Affix Seal)

**(FOR PARTNERSHIPS AND PROPRIETORSHIPS)**

Notarized on this \_\_\_\_\_ day of \_\_\_\_\_, 2023

Notary: \_\_\_\_\_ My commission expires: \_\_\_\_\_



# GREAT AMERICAN INSURANCE COMPANY®

Administrative Office: 301 E 4TH STREET • CINCINNATI, OHIO 45202 • 513-369-5000 • FAX 513-723-2740

The number of persons authorized by  
this power of attorney is not more than **FOUR**

No. 0 21862

## POWER OF ATTORNEY

**KNOW ALL MEN BY THESE PRESENTS:** That the GREAT AMERICAN INSURANCE COMPANY, a corporation organized and existing under and by virtue of the laws of the State of Ohio, does hereby nominate, constitute and appoint the person or persons named below, each individually if more than one is named, its true and lawful attorney-in-fact, for it and in its name, place and stead to execute on behalf of the said Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof; provided that the liability of the said Company on any such bond, undertaking or contract of suretyship executed under this authority shall not exceed the limit stated below.

Name	Address	Limit of Power
Sandra L. Crain	All of	All
Dayna Harjo	Tulsa, Oklahoma	\$100,000,000
Cindi L. Smith		
William C. Taylor		

This Power of Attorney revokes all previous powers issued on behalf of the attorney(s)-in-fact named above.

IN WITNESS WHEREOF the GREAT AMERICAN INSURANCE COMPANY has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this 14th day of July, 2021.



*Stephen C. Beraha*

Assistant Secretary

GREAT AMERICAN INSURANCE COMPANY

*Mark V. Vicario*

Divisional Senior Vice President

MARK VICARIO (877-377-2405)

STATE OF OHIO, COUNTY OF HAMILTON - ss:

On this 14th day of July, 2021, before me personally appeared MARK VICARIO, to me known, being duly sworn, deposes and says that he resides in Cincinnati, Ohio, that he is a Divisional Senior Vice President of the Bond Division of Great American Insurance Company, the Company described in and which executed the above instrument; that he knows the seal of the said Company; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by authority of his office under the By-Laws of said Company, and that he signed his name thereto by like authority.



SUSAN A KOHORST  
Notary Public  
State of Ohio  
My Comm. Expires  
May 18, 2025

*Susan A. Kohorst*

This Power of Attorney is granted by authority of the following resolutions adopted by the Board of Directors of Great American Insurance Company by unanimous written consent dated June 9, 2008.

**RESOLVED:** That the Divisional President, the several Divisional Senior Vice Presidents, Divisional Vice Presidents and Divisional Assistant Vice Presidents, or any one of them, be and hereby is authorized, from time to time, to appoint one or more Attorneys-in-Fact to execute on behalf of the Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof; to prescribe their respective duties and the respective limits of their authority; and to revoke any such appointment at any time.

**RESOLVED FURTHER:** That the Company seal and the signature of any of the aforesaid officers and any Secretary or Assistant Secretary of the Company may be affixed by facsimile to any power of attorney or certificate of either given for the execution of any bond, undertaking, contract of suretyship, or other written obligation in the nature thereof, such signature and seal when so used being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.

## CERTIFICATION

I, STEPHEN C. BERAHA, Assistant Secretary of Great American Insurance Company, do hereby certify that the foregoing Power of Attorney and the Resolutions of the Board of Directors of June 9, 2008 have not been revoked and are now in full force and effect.

Signed and sealed this

*14*

day of

*November*

*2023*



*Stephen C. Beraha*

Assistant Secretary



ACORD™

Client#: 2252470

305ELLSWCON

## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

11/08/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer any rights to the certificate holder in lieu of such endorsement(s).

PRODUCER <b>McGriff Insurance Services</b> 130 Theory Ste 200 Irvine, CA 92617 714 941-2800	CONTACT NAME: PHONE (A/C, No, Ext): E-MAIL ADDRESS: <b>CertsCA@McGriff.com</b>	FAX (A/C, No):
INSURED <b>Ellsworth Construction OKC</b> <b>dba A-Tech Paving</b> <b>500 N Vickie Drive</b> <b>Oklahoma City, OK 73117</b>	INSURER(S) AFFORDING COVERAGE INSURER A : Arch Insurance Company INSURER B : Arch Indemnity Insurance Company INSURER C : INSURER D : INSURER E : INSURER F :	NAIC # <b>11150</b> <b>30830</b>

## COVERAGES

## CERTIFICATE NUMBER:

## REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> BI/PD Ded:\$10,000 GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:			71PKG1990700	04/01/2023	04/01/2024	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			72PKG1990700	04/01/2023	04/01/2024	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$0			71UFP1990700	04/01/2023	04/01/2024	EACH OCCURRENCE \$5,000,000 AGGREGATE \$5,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y/N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	71WCI1990700	04/01/2023	04/01/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

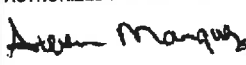
RE: Project: City Wide Pavement Rehabilitation (PW2301).

Evidence of insurance only.

30 Day's Notice of Cancellation, Except for 10 Days for Non-payment of Premium.

## CERTIFICATE HOLDER

## CANCELLATION

<b>City of Lawton</b> <b>212 SW 9th St</b> <b>Lawton, OK 73501</b>	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
--	---

© 1988-2015 ACORD CORPORATION. All rights reserved.





# City of Lawton

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

## Commentary

**File #:** 23-1010

**Agenda Date:** 11/14/2023

**Agenda No:** 12.

### ITEM TITLE:

Hold a public hearing to consider approving an Ordinance for a change of zoning from the R-3 Multiple-Family Dwelling District and R-2 Two-Family Dwelling District to C-5 General Commercial District zoning classification for the property located at 58 NW Sheridan Road, Lawton, OK 73505.

**INITIATOR:** Charlotte Brown, Director of Planning & Community Services

**STAFF INFORMATION SOURCE:** Kameron Good, Senior Planner

**BACKGROUND:** Chad Rogers is the owner of lots 2-5, Block 23 of the Tomlinson Addition. These lots are located on the south side of NW Bell Avenue between NW Sheridan Road and NW 24th St. The land is currently vacant, and the proposed use for this property will be Retail Shops (Bakery, Jeweler, Key Shop, Ice Cream Shop).

1. The Zoning of the surrounding area is:

North	-	R-2
South	-	C-5
East	-	C-5
West	-	R-2

2. The 2030 Land Use Plan for the surrounding area is:

North	-	Commercial
South	-	Commercial
East	-	Commercial
West	-	Commercial

3. The City Planning Commission held a public hearing on October 12, 2023 and recommended to approve the above requests.

4. The Notice of public hearing was mailed to 19 owners of property within 300 feet of the requested area on September 21, 2023 & October 23rd, 2023, and proper notice was published in The Lawton Constitution on September 26, 2023 & October 27th, 2023.

Approval of this rezoning would be in accordance with the True North Culture Statement in that it shows the citizens that the City of Lawton is open for business.

### EXHIBIT: Location Map

Ordinance 23-\_\_ With Site Plan

Application

Analysis

CPC Mailing Notice

CPC Newspaper Notice

Council Mailing Notice

Council Newspaper Notice

CPC Minutes 10-12-23



**KEY ISSUES:** N/A

**FUNDING SOURCE:** N/A

**CPC RECOMMENDED COUNCIL ACTION:** Approve Ordinance No. 23-\_\_\_\_\_, waive the reading of the ordinance and read the title only.





# REZONING REQUEST

REQUESTED BY: Chad Rogers

ZONING: From: R-2 & R-3  
To: C-5

## AREA DESCRIBED AS:

A tract of land described as Lots 2-5, Block 23, Tomlinson Addition Part 3, Lawton, Comanche County, Oklahoma.

## Legend

- Street Centerline
- 58 NW Sheridan Road

0 110 220 440 Feet





ORDINANCE NO. 2023-\_\_

AN ORDINANCE CHANGING THE EXISTING ZONING CLASSIFICATION FROM THE R-2 TWO-FAMILY DWELLING DISTRICT AND R-3 MULTIPLE-FAMILY DWELLING DISTRICT TO C-5 GENERAL COMMERCIAL DISTRICT ZONING CLASSIFICATION ON THE TRACT OF LAND WHICH IS HEREINAFTER MORE PARTICULARLY DESCRIBED IN SECTION ONE (1) HEREOF; APPROVING THE SITE PLAN ATTACHED AS EXHIBIT A; AND AUTHORIZING CHANGES TO BE MADE UPON THE OFFICIAL ZONING MAP IN ACCORDANCE WITH THIS ORDINANCE.

WHEREAS, the zoning changes to be made by this ordinance have been recommended to approve by the City Planning Commission; and

WHEREAS, legal notice has been given and a public hearing held regarding the said changes.

NOW, THEREFORE, be it ordained by the Council of the City of Lawton, Oklahoma, that:

SECTION 1. The following described tract of land, to-wit:

Lots 2-5, Block 23, Tomlinson Addition Part 3, Lawton, Comanche County, Oklahoma.  
(Located at 58 NW Sheridan Road, Lawton, OK 73505)

be and the same hereby is changed from the existing classification of R-2 Two-Family Dwelling District and R-3 Multiple-Family Dwelling District to C-5 General Commercial District zoning classification.

SECTION 2. The site plan attached as Exhibit A is hereby approved and made part of this ordinance. All construction and uses shall be in accordance with this site plan. The use shown on the site plan is: Retail Shops.

SECTION 3. The changes be made upon the Official Zoning Map and/or sheets thereof reflecting the changes described in this ordinance and the Mayor and City Clerk are hereby authorized to execute the entry on said Official Zoning Map describing the nature of the changes.

PASSED and APPROVED by the Mayor and Council of the City of Lawton this 14<sup>th</sup> day of November, 2023.

\_\_\_\_\_  
STANLEY BOOKER, MAYOR

ATTEST:

\_\_\_\_\_  
DONALYNN BLAZEK-SCHERLER, CITY CLERK

APPROVED as to form and legality this \_\_\_\_ day of \_\_\_\_\_, 2023.

\_\_\_\_\_  
TIM WILSON, INTERIM CITY ATTORNEY



ORDINANCE NO. 2023-\_\_\_\_

AN ORDINANCE CHANGING THE EXISTING ZONING CLASSIFICATION FROM THE R-2 TWO-FAMILY DWELLING DISTRICT AND R-3 MULTIPLE-FAMILY DWELLING DISTRICT TO C-5 GENERAL COMMERCIAL DISTRICT ZONING CLASSIFICATION ON THE TRACT OF LAND WHICH IS HEREINAFTER MORE PARTICULARLY DESCRIBED IN SECTION ONE (1) HEREOF; APPROVING THE SITE PLAN ATTACHED AS EXHIBIT A; AND AUTHORIZING CHANGES TO BE MADE UPON THE OFFICIAL ZONING MAP IN ACCORDANCE WITH THIS ORDINANCE.

Brief Gist

This ordinance changes the zoning classification of property located at 58 NW Sheridan Road, Lawton, OK 73505 from the R-3 Multiple-Family Dwelling District and R-2 Two-Family Dwelling District to C-5 General Commercial District zoning classification. Chad Rogers is the owner of lots 2-5, Block 23 of the Tomlinson Addition. These lots are located on the south side of NW Bell Avenue between NW Sheridan Road and NW 24th St. The land is currently vacant, and the proposed use for this property will be Retail Shops (Bakery, Jeweler, Key Shop, Ice Cream Shop). The City Planning Commission held a public hearing on October 12, 2023 and recommended approval to the request.

PASSED and APPROVED by the Council of the City of Lawton, Oklahoma, this 14th day of November, 2023.

\_\_\_\_\_  
STANLEY BOOKER, MAYOR

ATTEST:

\_\_\_\_\_  
DONALYNN BLAZEK-SCHERLER, CITY CLERK

(Published in *The Lawton Constitution* this \_\_\_\_ day of \_\_\_\_\_, 2023.)



## BELL AVENUE



USES:  
RETAIL SHOPS

# EXHIBIT A

**landmark**  
(560) 357-2022  
**engineering**  
OK CA# 2075  
2505 N.E. Skyline Place  
Lawton, Oklahoma  
SHEET TITLE: Zoning Site Plan  
PROJECT NO: 23per01  
DATE: 09/08/23  
SHEET 1 OF 1





## CITY OF LAWTON PLANNING DIVISION

212 SW 9<sup>th</sup> Street, Lawton, OK 73501  
Telephone 580-581-3375 Fax 580-581-3573

### APPLICATION FOR REZONING

1. Applicant(s): Chad Rogers Phone: (580) 695-3898  
Address: 60 NW Sheridan Rd, Suite #1 Fax: N/A
2. Owner(s): Rogers Commercial Properties, LLC Phone: (580) 695-3898  
Address: 60 NW Sheridan Rd, Suite #1 Fax: N/A
3. Request Rezoning From: R-2 & R-3 To: C-5
4. Proposed Use (including all buildings to be constructed)  
From: Vacant Land  
To: Retail Shops - (Bakery, Doughnut Shop, Key Shop, Jeweler, Travel, Ice Cream)
5. Street Address or Location: \_\_\_\_\_
6. Legal Description of Property: Lots 2-5, Block 23, Tomlinson Addition
7. Tract Size: 29,060 SF
8. In order that your application can be considered at the next available Planning Commission meeting, you must submit this completed application and all other information to include filing fee to the Planning Division for processing. Due to public hearing notice requirements the Planning Staff will advise you of the earliest date available for consideration by the Planning Commission and City Council. You must submit the following:
  - (a) A completed application form.
  - (b) Proof of ownership of the property or power of attorney from the property owner.
  - (c) Certified list of names and addresses of all property owners within 300 feet of the request. A map showing the 300-foot notification area will be provided to the applicant by the Planning Staff.
  - (d) A filing fee as required by Appendix A, Schedule of Fees and Charges, Lawton City Code.
  - (e) A site plan, basic or detailed, as required by Section 18-1-1-114 of the Lawton City Code. The site plan requirements of Section 18-1-1-114 are located on the back side of this application. Please note: if a detailed site plan is required, the site plan will be part of the rezoning ordinance and will be binding on the development of the property.
9. You may submit any other information you wish to support your request for rezoning.

Signature of Applicant(s)

Chad Rogers  
CHAD ROGERS

Signature of Property Owner(s)

Chad Rogers  
CHAD ROGERS

Date Submitted: \_\_\_\_\_





**Planning Department**  
212 SW 9<sup>th</sup> Street, Lawton, Oklahoma 73501  
Phone: 580-581-3375 Fax: 580-581-3573

---

## MEMORANDUM

**TO:** City Planning Commission  
**FROM:** Charlotte Brown, Director of Planning & Community Services  
**STAFF:** Kameron Good, Senior Planner  
Tyler Pobiedzinski, Planner I  
**SUBJECT:** Request for Rezoning for Property Located at 58 NW Sheridan Road, Lawton, OK 73505  
**MEETING DATE:** October 12, 2023

The following is an analysis of the request for a change of zoning from R-3 Multiple-Family Dwelling District and R-2 Two-Family Dwelling District to C-5 General Commercial District zoning classification.

Chad Rogers is the owner of the lots 2-5, Block 23 of the Tomlinson Addition. These lots are located on the south side of NW Bell Avenue between NW Sheridan Road and NW 24<sup>th</sup> St. The land is currently vacant, and the proposed use for this property will be Retail Shops (Bakery, Jeweler, Key Shop, Ice Cream Shop). This is a permitted use within the C-5 zoning classification.

This analysis is based upon criteria set out in Title 11, Sections 43-102 and 43-103, Oklahoma Statutes.

1. *To lessen congestion in the streets.* This property is located at the north end of Sheridan mall and the south side of NW Bell Ave. It is to the east of NW 24<sup>th</sup> St, and west of NW Sheridan Road. They will not be any curb openings on the NW Bell Ave side. All traffic flow will come from Sheridan mall.
2. *To secure from fire, panic, and other dangers.* This property is not within the 100-year floodplain. There are two fire hydrants located within 100 feet of the property. One in the shopping plaza and one along the north side of NW Bell Ave. All building codes would have to be met during construction of the project.
3. *To promote health and the general welfare.* All construction, i.e., drives, parking, sidewalks, landscaping, etc., to meet all City Code requirements.
4. *To provide adequate light and air.* The proposed site is currently vacant, any parking areas created will need to be properly lit at night. All construction will have to meet all City Code and building code requirements.
5. *To prevent the overcrowding of land.* The current site plan shows the retail stores facing the existing shopping plaza. This would not overcrowd the land.



6. *To promote historical preservation.* There are no historic buildings, landmarks, or overlays on the requested property. There is also no historic buildings, landmarks, or overlays on the adjacent properties.
7. *To avoid undue concentration of population.* The proposed zoning change from R-3 and R-2 to C-5 will not bring additional residential living space to this area.
8. *To facilitate the adequate provision of transportation, water, sewerage, schools, parks, and other public requirements.* The City of Lawton Public Utilities placed a 6" water line along the north side of NW Bell Ave. Located along the west side of NW Sheridan Road is a 36" water line. There is a 8" sewer line running through the south side of the property.
9. *To conserve the character of the district and buildings and encourage the most appropriate land uses.* The proposed use is retail stores and would not change the 2030 land use plan of the property. Based upon these facts, it is recommended the request be approved.





## CITY OF LAWTON PLANNING DEPARTMENT

Mailing Address: 212 SW 9<sup>th</sup> Street, Lawton, Oklahoma 73501

Phone (580) 581-3375 • [www.lawtonok.gov](http://www.lawtonok.gov)

September 12, 2023

### NOTICE OF PUBLIC HEARING FOR A REZONING REQUEST

The Lawton City Planning Commission (CPC) will conduct a public hearing to consider a request for a change of zoning from the R-2 Two-Family Dwelling District and R-3 Multiple-Family Dwelling District to C-5 General Commercial District zoning classification. The requested area is located at 58 NW Sheridan Road, Lawton, OK 73505. The CPC will hold a public hearing at 1:30 p.m. on Thursday, October 12, 2023, in the Auditorium, City Hall, 212 SW 9th Street, Lawton, Oklahoma. Below is the legal description for the requested area:

A tract of land described as:

Lots 2-5, Block 23, Tomlinson Addition Part 3, Lawton, Comanche County, Oklahoma.

The above-described property is shown on the attached map as the "Area Described." Also attached is a proposed site plan for this request.

You are receiving this notice because your property is located within 300 feet of the requested area. If you desire to make a statement for or against said request at this location, you are invited to appear in person, by petition, or by attorney to so state your position to the CPC on the above dates.

The CPC will forward a recommendation for approval or disapproval of this request to the Lawton City Council. If you wish to submit a petition to the City Council, it must be submitted to the City Clerk at least three (3) days prior to the public hearing. If you have any questions regarding this notice, please call the Planning Department at (580) 581-3375.

CITY PLANNING COMMISSION

A handwritten signature in blue ink, appearing to read "Charlotte Brown", is written over a horizontal line.

CHARLOTTE BROWN, SECRETARY

CITY OF LAWTON, OKLAHOMA

A handwritten signature in blue ink, appearing to read "Traci Hushbeck", is written over a horizontal line.

TRACI HUSHBECK, CITY CLERK

Attachment – Location Map & Site Plan



## NOTICE OF PUBLIC HEARING

Notice is hereby given pursuant to Title 11, Oklahoma State Statutes, and Section 18-1-1-113, Chapter 18, Lawton City Code, 2015, that on October 12, 2023, at 1:30 p.m. in the Auditorium of City Hall, 212 SW 9th Street, Lawton, Oklahoma, the Lawton City Planning Commission will hold a public hearing and review, for the following purpose:

To consider a request for a change of zoning from the R-2 Two-Family Dwelling District and R-3 Multiple-Family Dwelling District to C-5 General Commercial District zoning classification. The requested area is located at 58 NW Sheridan Road, Lawton, OK 73505. Below is the legal description for the requested area:

A tract of land described as:

Lots 2-5, Block 23, Tomlinson Addition Part 3, Lawton, Comanche County, Oklahoma.

Any parties having an interest and any citizens desiring to be heard shall be afforded an opportunity to be heard at said public hearing.

Given under my hand and seal of the City of Lawton, Oklahoma, this 18<sup>th</sup> day of September 2023.

CITY PLANNING COMMISSION



CHARLOTTE BROWN, SECRETARY

CITY OF LAWTON, OKLAHOMA



TRACI HUSHBECK, CITY CLERK

(Published in *The Lawton Constitution* this 26th day of September 2023.)





## CITY OF LAWTON PLANNING DEPARTMENT

Mailing Address: 212 SW 9<sup>th</sup> Street, Lawton, Oklahoma 73501  
Phone (580) 581-3375 • [www.lawtonok.gov](http://www.lawtonok.gov)

October 23, 2023

### NOTICE OF PUBLIC HEARING FOR A REZONING REQUEST

The Lawton City Council will conduct a public hearing at 2:00 p.m., Tuesday, November 14, 2023, in the Auditorium of City Hall, 212 SW 9th Street, Lawton, Oklahoma, to consider a change of zoning from the R-2 Two-Family Dwelling District and R-3 Multiple-Family Dwelling District to C-5 General Commercial District zoning classification. The request is located at 58 NW Sheridan Road, Lawton, OK 73505. Below is the legal description for the requested area:

A tract of land described as:

Lots 2-5, Block 23, Tomlinson Addition Part 3, Lawton, Comanche County, Oklahoma.

The above-described property is shown on the attached map as the "Area Described." Also attached is a proposed site plan for this request.

You are receiving this notice because your property is located within 300 feet of the requested area. If you desire to make a statement for or against said request at this location, you are invited to appear in person, by petition, or by attorney to state your position to the Council on the above dates.

The City Planning Commission held a public hearing on October 12, 2023, and recommended approving this request.

If you wish to submit a petition to the City Council, it must be submitted to the City Clerk at least three (3) days prior to the public hearing. If you have any questions regarding this notice, please call the Planning Department at (580) 581-3375.

CITY PLANNING COMMISSION

A handwritten signature in blue ink, appearing to read "Charlotte Brown", is written over a horizontal line.

CHARLOTTE BROWN, SECRETARY

CITY OF LAWTON, OKLAHOMA

A handwritten signature in blue ink, appearing to read "Donalynn Blazek-Scherler", is written over a horizontal line.

DONALYNN BLAZEK-SCHERLER, CITY CLERK

Attachment – Location Map  
Site Plan



## NOTICE OF PUBLIC HEARING

Notice is hereby given pursuant to Title 11, Oklahoma State Statutes, and Section 18-1-1-113, Chapter 18, Lawton City Code, 2015, that on November 14, 2023, at 2:00 p.m. in the Auditorium of City Hall, 212 SW 9th Street, Lawton, Oklahoma, the Lawton City Council will hold a public hearing and review, for the following purpose:

To consider a request for a change of zoning from the R-2 Two-Family Dwelling District and R-3 Multiple-Family Dwelling District to C-5 General Commercial District zoning classification. The requested area is located at 58 NW Sheridan Road, Lawton, OK 73505. Below is the legal description for the requested area:

A tract of land described as:

Lots 2-5, Block 23, Tomlinson Addition Part 3, Lawton, Comanche County, Oklahoma.

Any parties having an interest and any citizens desiring to be heard shall be afforded an opportunity to be heard at said public hearing.

Given under my hand and seal of the City of Lawton, Oklahoma, this 23<sup>rd</sup> day of October 2023.

CITY PLANNING COMMISSION



CHARLOTTE BROWN, SECRETARY

CITY OF LAWTON, OKLAHOMA



DONALYNN BLAZEK-SCHERLER, CITY CLERK

(Published in *The Lawton Constitution* this 27th day of October 2023.)



CITY PLANNING COMMISSION  
CITY HALL AUDITORIUM  
October 12, 2023

Minutes of the City Planning Commission meeting held October 12, 2023, in the City Council Auditorium, City Hall, 212 SW 9th Street, Lawton, Oklahoma.

The agenda for the meeting was posted on the bulletin board in City Hall in compliance with the Oklahoma Open Meeting Act.

The meeting was called to order at 1:30 p.m. by Allan Smith.

---

ROLL CALL

MEMBERS PRESENT

John Jones  
Deborah Jones  
Michael Logan  
Ron Jarvis  
Neil Springborn  
Allan Smith

MEMBERS ABSENT:

David Denham (excused)  
Darren Medders (excused)  
Joan Jester (excused)

ALSO PRESENT:

Madison Aust, Recording Secretary  
Charlotte Brown Director Community Services/Planning  
Kameron Good, Senior Planner  
Christina Ryans-Huffer, Planning Administrative Assistant II  
Tyler Pobiedzinski Planner I  
Gregory Gibson City Attorney  
Kim McConnell Lawton Constitution  
Carolyn Cordero Citizen

**2. Establish Quorum.**

6 (six) of 9 (nine).

**3. Verify posting of meeting.**

The meeting was posted on October 9, 2023, at 11:37 am by Kobe Humble.



## **UNFINISHED BUSINESS**

### **4. Continue discussion on a request for an amendment to the 2030 Land Use Plan from Public Facility to Commercial, and a change of zoning from P-F Public Facilities District to C-5 General Commercial District zoning classification for the property located at 6725 NW Atlanta Avenue, Lawton, OK 73505.**

Good Stated good afternoon, Commission, Kameron Good with the Planning Department. Having some technical difficulties with the clicker, so Tyler is going to be clicking through the slide show for me. This is an item that was brought to you last CPC meeting. We continued the Public Hearing because you had requested some additional information. With that additional information you requested that access of the property, where the water and sewer was located. So, they did provide the access documents. The whole street of Atlanta Avenue has an access easement across the whole thing. As you can see in this, we put a red box around it after we mapped it out. Also, they are re-doing the water line. The City is actually putting in a 30 (thirty) inch water line right there and there is a current meter for the building that is being requested to re-zone. We are actually replacing that water meter as well for them and will be replacing this water lines. So, they will have access to water and the current sewer line is on the north side of the property between the existing property and the residential houses, it goes along that easement. We are requesting that no action be taken on this today because the applicant has requested to bring this back including that want to include that little sliver in the re-zoning on the north side of the property that's zoned R-3. It's currently with the property to the west. They are re-deeding it and including it with this property so that they can re-zone all this at once. Like I said we wanted to bring back the information that you requested, and we continued the Public Hearing. We would need to continue the Public Hearing and close that Public Hearing and then we are requesting that no action be taken on this. We will be bringing back a new re-zoning request.

Smith asked any comments?

Gibson asked Charlotte, I have a question, maybe we covered this, just from a procedural stand point, did we continue this? Did we continue this from the last time , right?

Brown stated it was continued from the first meeting in September to today's date.

Gibson asked are we continuing with it then or is this going to be a brand new?

Brown stated yes, it will be a brand new request, brand new notice and everything will go out.

Gibson asked so we'll just end up closing everything out?

Brown stated we need to close the Public Hearing.

Gibson stated no action taken.

Brown stated close the Public Hearing and no action taken.

Gibson stated okay, just wanted to check that out.



D. Jones asked may I ask a question? On the new 30 (thirty) inch the applicant desires to tap into the 30 (thirty) are they aware that require probably, more than likely, a smaller line and a new service line? Have they been with Public Works on that as to costs? You normally don't tap a 30, it's so big and so you kind of go down in size. Right? You have a different tapping saddle and so you run into costs. And the other thing, is where's the nearest fire hydrant?

Good stated we had this pulled up last time. I do want to answer the first part about the meter. The meter itself is being replaced by the City when they redo this whole line. The property owner is not taking on this cost. The City is actually replacing all the meters that are tapped along this whole stretch of water line.

D. Jones asked they're going to pay for the service line?

Good stated the service line, I don't know if it's being touched or not.

Brown stated the City won't pay for the service line. They're just upgrading the meter.

D. Jones stated I understand that.

Brown stated so they'll do the tap. They'll connect the tap.

D. Jones stated They'll connect the tap and then you have to scales down.

Brown stated yes.

D. Jones stated I just want to make sure that the applicant knows the costs.

Brown stated we can get with her on that. Yes.

D. Jones stated we just can't go into the building. You know what I mean and so the second thing.

Good stated this is a current project with our Legal Department. Cindy Augustine has been working with all these property owners and then with our Public Utilities Department getting this all addressed. They told us the timeline is hopefully to have this started by the end of the year.

D. Jones stated okay, next thing, on Atlanta that easement is not a hard safe surface, hard surface road, I can't talk today. Is it?

Brown stated part of it is.

D. Jones asked by the tank?

Brown stated yes, by the tank.

D. Jones stated that's what I remember.

Brown stated out to 67<sup>th</sup> Street there is yes.

D. Jones asked do we got issues with accessibility for fire proposes?

Brown stated not that I'm aware of. We can definitely check on that.



D. Jones asked can you check on that?

Brown stated we'll check on that while we are processing the new application, yes.

D. Jones stated because in the real world, what is best and I'm sure Cindy is working on that, is for them to all join.

Brown stated yes.

D. Jones stated and do some kind of hard surface at least over to that would be Hunter Road. Wouldn't it?

Brown stated yes.

D. Jones stated because, here's my concern, we have property owners and then they lease the property to someone else.

## **BUSINESS**

### **5. Hold a public hearing to consider a request to change of zoning from the R-3 Multiple-Family Dwelling District and R-2 Two-Family Dwelling District to C-5 General Commercial District zoning classification for the property located at 58 NW Sheridan Road, Lawton, OK 73505.**

Good stated afternoon Commission. Kameron Good with the Planning Department again. This is located just west of Sheridan Road just south of Bell Avenue and north of Gore Boulevard. This is a request to re-zone the property, there's 4 (four) lots, Lots 2,3,4, and 5. Lots 2,3 and 4 are zoned R-3 currently and Lot 5 of Tomlinson Addition is zoned R-2. This is a request to re-zone to C-5 General Commercial. The current Land Use for that is already Commercial so, this is not an amendment to the current Land Use Plan. The surrounding zonings you have R-2 to the North, C-5 to the South, C-5 to the East and R-2 to the West. This is the arial shots. This is vacant lots that are on the north side of Sheridan Square Center. The intent of this is to build this new building facing to the south so, it feels like a continuous shopping center. That's what their intent is with the Site Plan as you can see the building is going to have 5 (five) different spaces in it. They've proposed uses are going to be retail shops, bakery, jewelry, a key shop, and an ice cream shop. This was mailed to 19 (nineteen) property owners within 300 feet on September 21st and posted in the Lawton Constitution on September 26<sup>th</sup>. We did not receive any phone calls for or against this or receive any letters for or against this.

Smith stated this item is open for discussion and we will open for the Public Hearing. Ma'am can you please come up to the podium. If you will wait until you get to the microphone and state your name and address, please.

Good stated if you could please sign your name and address here. Thank you.



Cordero stated my name is Carolyn Cordero. I own the property at Lot 6 of the area that was just shown on the map and my question is, with that particular area, 2,3,4, and 5, well 5 is re-zoned will that area, my area 6 also be re-zoned, re-zoned as C-5?

Brown stated no, your property will remain the R-2 unless you were to come in and request for it to be re-zoned.

Cordero stated okay that was my question.

Brown stated yes.

Cordero stated okay.

Smith asked is that it Kameron?

Cordero stated yes.

Good stated if you have any other questions feel free to give us a call at our department. We will be able to help you out. Okay.

Cordero stated okay.

Smith asked is there any more discussion by the Board? Anyone else from the Public? We will close the Public Hearing on this. Any discussion here from the members of the Board? Do I hear a motion here from anybody here on the Board?

J. Jones stated I move that we grant the change to C-5.

**Motion by J. Jones. Second by Springborn** to approve the request of the change of zoning from the R-3 Multiple-Family Dwelling District and R-2 Two-Family Dwelling District to C-5 General Commercial District zoning classification for the property located at 58 NW Sheridan Road, Lawton, OK 73505. **Aye:** J. Jones, Jarvis, D. Jones, Smith, Logan, Springborn **Nay:** None. **Motion Passed.**

## **6. Consider approving the record plat for Hunt Addition.**

Good stated good afternoon, Commission, Kameron Good with the Planning Department again. We pulled the location map, and this is in between Southeast Skyline Drive and Southeast Flower Mound Road, South of Lee Boulevard. This was a 4.5 acres, they're dividing it into 2 (two) separate lots. This has been in the works for a real long time. There was a re-zoning for this property that re-zoned it to the RE re-zoning classification, which is the Residential Estate. The issue that we ran into was part of the requirements was they were in within a half a mile of a



Public Sanitary Sewer line and that would require them to run sewer and connect to that sewer line. We have since brought a change of code through you guys to Council that tiered those requirements based on how many lots you were proposing and the distance for that Sanitary Sewer connection requirement. So, this is a sub-division, like I said, they'll be splitting this into 2 (two) separate lots. There is already a house built on Lot 1, they're intentions is to build a house on Lot 2, that will have the driveway off of Flower Mound Road. Council did pass that change in cod on August 25, 2023, it was ordinance 23-15 that took that sewer element away. Storm Water has reviewed the plat and recommends approval. Public Utilities has reviewed the plat and recommended approval.

Smith asked any discussion here? None by me.

D. Jones asked you ready for a motion?

Smith asked do we have a motion?

D. Jones stated yes, I move to approve the record plat of Hunt Addition.

Smith stated we have a motion and a second.

**Motion by D. Jones, Second by Logan,** to approve the record plat for Hunt Addition.  
**Aye:** J. Jones, Jarvis, D. Jones, Smith, Logan, Springborn **Nay:** None. **Motion Passed.**

**7. Consider approving the record plat, the as built drawings for off-site public improvements, and accept the maintenance bonds for a Replat Lot 2, Block 1 of Sun Group Development, subject to conditions.**

Good stated Kameron Good the Planning Department. So, this is a record plat, this is located South of Northwest Quannah Parker Trailway off of Northwest Sun Boulevard. They had to extend Northwest Sun Boulevard. The part of the As Built is a turnaround required by the Fire Department. As you can see here on the As Built drawings, they also had to connect the water all the way to the East water line, that's at the Car Dealership and they had to install 2 (two) Fire Hydrants. Their As Built drawings that we're accepting is the street turnaround and this water line, they also will be extending a private line south to put a fire hydrant within the required distance of their fire connection. This is for Caliber Collision to be built off Sun Boulevard in the Lot 2 and on the North portion of it, they have an access onto that southern portion of the lower lot. This is a list of conditions from the Public Utilities Department, and they did say they were comfortable with this moving forward through the City Planning Commission and these will be either addressed or a Performance Bond would be put up of a 125% of the incomplete items before it goes to Council for acceptance.

Smith asked any discussion?



D. Jones stated I move to approve the record plat As Built drawings for off-site public improvements, and accept the maintenance bonds for a Replat Lot 2, Block 1 of Sun Group Development, subject to conditions.

**Motion by D. Jones. Second by Logan** to approve the record plat As Built drawings for off-site public improvements, and accept the maintenance bonds for a Replat Lot 2, Block 1 of Sun Group Development, subject to conditions. **Aye:** Springborn, Logan, Smith, D. Jones, Jarvis, J. Jones **Nay:** None **Motion Passed.**

DRAFT





# City of Lawton

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

## Commentary

---

**File #:** 23-1011

**Agenda Date:** 11/14/2023

**Agenda No:** 13.

---

**ITEM TITLE:**

Hold a public hearing and consider approving an Ordinance pertaining to planning and zoning by amending section 18-8-1-805, Division 18-8-1, Article 18-8, Chapter 18, Lawton City Code, 2015, relating to amounts of space required by designating the required number of parking spaces required for stadiums, sports fields, and arenas, providing for severability, allowing for floor amendments, and establishing an effective date.

**INITIATOR:** Charlotte Brown, Director of Planning & Community Services

**STAFF INFORMATION SOURCE:** Kameron Good, Senior Planner

[Tyler Pobiedzinski, Planner I

Charlotte Brown, Director of Planning & Community Services

**BACKGROUND:** This ordinance will designate the parking requirements for stadiums, sports fields and arenas. The Lawton Public Schools proposed new sports locker rooms to be built at their high school locations. The total parking requirements could not be calculated because these uses were not listed in code. This went before the City Planning Commission for discussion and determination of the parking demand. CPC determined the parking allowance for these public and private school facilities and should be considered accessory uses. The parking should already be satisfied with the school parking.

CPC held a discussion on this item on June 15, 2023, June 29, 2023, and September 28, 2023.

CPC held a public hearing on October 26, 2023, and made the recommendation to approve the Ordinance.

Notice was posted in the Lawton Constitution on June 27, 2023.

This Ordinance follows the True North Culture Statement in that the City is doing everything for the citizens to be better for the community.

**EXHIBIT:** Ordinance NO. 23-\_\_\_\_  
CPC and Council Newspaper Notice  
CPC Minutes 06-15-2023  
CPC Minutes 06-29-2023  
CPC Minutes 09-28-2023  
CPC Minutes 10-26-2023

**KEY ISSUES:** N/A

**FUNDING SOURCE:** Current Lawton City Code does not address parking space requirements for stadiums, arenas, or sports fields as specific uses.

**CPC RECOMMENDED COUNCIL ACTION:** Approve Ordinance No. 23-\_\_\_\_\_, waive the reading of the ordinance, read the title only.



ORDINANCE NO. 23-\_\_\_\_\_

AN ORDINANCE PERTAINING TO PLANNING AND ZONING AMENDING SECTION 18-8-1-805, DIVISION 18-8-1, ARTICLE 18-8, CHAPTER 18, LAWTON CITY CODE, 2015, RELATING TO AMOUNTS OF SPACE REQUIRED BY DESIGNATING THE REQUIRED NUMBER OF PARKING SPACES REQUIRED FOR STADIUMS, SPORTS FIELDS AND ARENAS, PROVIDING FOR SEVERABILITY, ALLOWING FLOOR AMENDMENTS AND ESTABLISHING AN EFFECTIVE DATE;

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

SECTION 1. Section 18-8-1-805 is hereby amended to read as follows:

**18-8-1-805 Amount of spaces required.**

</



Farm equipment and supply store	First 50,000 sf GFA - 1 per 300 sf Over 50,000 sf GFA - 1 per 350 sf
Funeral home	1 per 4 seats of chapel or 1 per 300 sf GFA, whichever is greater
Furniture store	1 per 600 sf GFA
Hotel/motel	1.1 per guest room plus required parking for other uses within or associated with the hotel; required parking for the additional uses will be reduced by 25%
Miniwarehouses	1 per 200 sf of office area with a minimum of 2 spaces
Office building	First 20,000 sf GFA - 1 per 300 sf From 20,001 to 50,000 sf GFA - 1 per 325 sf Greater than 50,000 sf GFA - 1 per 350 sf
Places of Amusement or Recreation:	
Arcade	1 per 200 sf GFA
Billiards parlor or pool hall	1 per 200 sf GFA
Bingo hall	1 per 100 sf of GFA
Bowling alley	4 per lane
Clubhouse associated with recreation use, in addition to required spaces for the recreation use	1 per 250 sf GFA
Driving range	1 per 2 driving stations
Game courts-tennis, squash, racquetball, handball	4 per court
Golf course	5 per green
Health club/fitness center	1 per 250 sf GFA
Miniature golf	6 per 9 holes
Recreation center, indoor, multi-use	First 20,000 sf GFA - 1 per 200 sf Greater than 20,000 sf GFA - 1 per 300 sf
Skating rink	1 per 300 sf GFA
<u>Stadiums, Sports fields and Arenas</u>	<u>1 per 4 patrons based on maximum occupancy</u>
Swimming center	1 per 150 sf of pool area
Professional studio	1 per 250 sf GFA
Restaurants:	
Drive-in, walk-up, and drive-thru only with no indoor seating	1 per 400 sf GFA with a minimum of 2 spaces, plus 1 per 100 sf of outdoor seating area, if provided
Fast food and sit down dining	1 per 100 sf GFA, plus 1 per 100 sf of outdoor seating area, if provided
Theater, movie	1 per 4 seats based on maximum seating capacity
Industrial Uses	
Manufacturing	First 20,000 sf GFA - 1 per 500 sf Greater than 20,000 sf GFA - 1 per 1,000 sf
Warehousing	First 20,000 sf GFA - 1 per 1,500 sf Greater than 20,000 sf GFA - 1 per 5,000 sf

sf = square feet; GFA = gross floor area

<sup>1</sup> If buses for transportation of students are kept at the school, one off-street parking space shall be provided for each bus.

<sup>2</sup> Bay shall not count as parking space.



- <sup>3</sup> This provision shall not affect the parking requirements for existing bars, taverns, and nightclubs unless such uses fall under the provisions specified in Subsections I and J of Section 18-802 of this code.
- <sup>4</sup> Multiple-use commercial centers with a total square footage of building area in excess of 50,000 square feet may use the Commercial Development/Shopping Center formula regardless of individual uses.
- <sup>5</sup> All loading and unloading space shall be off the street or right-of-way.
- <sup>6</sup> If the proposed use is associated with a public or private school and located on the same parcel, additional parking will not be required. The use will be considered an accessory use.
- B. In places of assembly where the parking requirement is based on seating, each twenty-two (22) inches of such seating shall be counted as one seat for the purpose of determining the parking requirement.

SECTION 2. Severability. If any section, subsection, sentence, clause, phrase, or portion of this ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, said portion shall be deemed a separate, distinct, and independent provision and such holding shall not affect the validity of the remaining portion of this ordinance.

SECTION 3. Effective Date. The provisions of this ordinance shall become effective thirty days after passing of the ordinance.

ADOPTED and APPROVED by the Council of the City of Lawton, Oklahoma, this \_\_\_\_ day of \_\_\_\_\_, 2023.

\_\_\_\_\_  
STAN BOOKER, MAYOR

ATTEST:

\_\_\_\_\_  
DONALYNN BLAZEK-SCHERLER, CITY CLERK

APPROVED as to form and legality this \_\_\_\_ day of \_\_\_\_\_, 2023.

\_\_\_\_\_  
TIMOTHY WILSON, INTERIM CITY ATTORNEY



ORDINANCE NO. 23-\_\_\_\_

AN ORDINANCE PERTAINING TO PLANNING AND ZONING AMENDING SECTION 18-8-1-805, DIVISION 18-8-1, ARTICLE 18-8, CHAPTER 18, LAWTON CITY CODE, 2015, RELATING TO AMOUNTS OF SPACE REQUIRED BY DESIGNATING THE REQUIRED NUMBER OF PARKING SPACES REQUIRED FOR STADIUMS, SPORTS FIELDS AND ARENAS, PROVIDING FOR SEVERABILITY, ALLOWING FLOOR AMENDMENTS AND ESTABLISHING AN EFFECTIVE DATE;

Brief Gist

This ordinance will designate the parking requirements for stadiums, sports fields and arenas. The Lawton Public Schools proposed new sports locker rooms to be built at their high school locations. The total parking requirements could not be calculated because these uses were not listed in code. This went before the City Planning Commission for discussion and determination of the parking demand. CPC determined the parking allowance for these public and private school facilities and should be considered accessory uses. The parking should already be satisfied with the school parking.

ADOPTED and APPROVED by the Council of the City of Lawton, Oklahoma, this \_\_\_\_ day of \_\_\_\_\_, 2023.

\_\_\_\_\_  
STAN BOOKER, MAYOR

ATTEST:

\_\_\_\_\_  
DONALYNN BLAZEK-SCHERLER, CITY CLERK

(Published in *The Lawton Constitution* this \_\_\_\_ day of \_\_\_\_\_, 2023)



## NOTICE OF PUBLIC HEARING

Notice is hereby given pursuant to Title 11, Oklahoma State Statutes, and Section 18-1-1-114, Chapter 18, Lawton City Code, 2015, that on Thursday July 13, 2023, at 1:30 p.m. in the Auditorium of City Hall, 212 SW 9th Street, Lawton, Oklahoma, the Lawton City Planning Commission will hold a public hearing and on Tuesday, July 25, 2023, at 2:00 p.m. in the Auditorium of City Hall, 212 SW 9th Street, Lawton, Oklahoma, the Lawton City Council will hold a public hearing and review for the following purpose:

To consider an ordinance pertaining to planning and zoning amending sections 18-8-1-805, Chapter 18, Lawton City Code, 2015, by designating the required number of parking spaces required for stadiums, sports fields and arenas, providing for severability, and allowing floor amendments;


Any parties having an interest and any citizens desiring to be heard shall be afforded an opportunity to be heard at said public hearing.

Given under my hand and seal of the City of Lawton, Oklahoma, this \_\_\_\_ day of June 2023.

CITY PLANNING COMMISSION

CITY OF LAWTON, OKLAHOMA

  
CHARLOTTE BROWN, SECRETARY

 -for-  
TRACI HUSHBECK, CITY CLERK

(Published in *The Lawton Constitution* this 27<sup>th</sup> day of June 2023.)



MINUTES  
CITY PLANNING COMMISSION  
CITY HALL AUDITORIUM  
June 15, 2023

Minutes of the City Planning Commission meeting held June 15, 2023, in the City Council Auditorium, City Hall, 212 SW 9th Street, Lawton, Oklahoma.

The agenda for the meeting was posted on the bulletin board in City Hall in compliance with the Oklahoma Open Meeting Act.

The meeting was called to order at 1:30 p.m. by David Denham

---

ROLL CALL

MEMBERS PRESENT:     John Jones  
                               Ron Jarvis  
                               Deborah Jones  
                               Allen Smith  
                               Darren Medders  
                               Neil Springborn  
                               David Denham

MEMBERS ABSENT:     Joan Jester(excused)  
                               Michael Logan (excused)

ALSO PRESENT:         Madison Aust, Recording Secretary  
                               Charlotte Brown Director Community Services/Planning  
                               Kameron Good, Senior Planner  
                               Tyler Pobiedzinski, Planner 1  
                               Gregory Gibson, City Attorney  
                               Christina Ryans-Huffer, Planning Administrative Assistant II

---

**2.     Verify posting of meeting.**

The meeting was posted on June 13, 2023, at 9:18 am by Kobe Humble.

**3.     Establish Quorum.**

7 (seven) of the 9 (nine) present.

**4.     Consider approving the minutes from the May 25, 2023, meeting.**



**5. Hold a discussion to set parking requirements for stadiums, sports fields, and arenas, and consider directing staff to draft a code amendment to add stadiums, sports fields, and arenas.**

Good stated this is about discussion item LPS is planning on building facilities on their property and currently we are trying to calculate their parking requirements and we do not have the calculations set in our code for sports fields. So right now, we can only calculate what is needed for their schools and not necessarily what their football fields or baseball fields would be requiring, or their softball fields would require. We looked at Wichita Falls, we looked at Norman we talked to them, in your background information, Norman is 1 per 4 patrons and Wichita Falls is 1 per 4 seats. The Fire Marshalls, we discussed it with them how they calculate the occupancy for those fields and it's 1 per fixed seating, that's 1 per 1, and then when there is not fixed seating it's just bench style seating it's 1 per 18 inches of fixed seating. Eighteen inches is considered where 1 person would be able to fit on a bench. So that is how they calculate the occupancy but we're looking to discuss, and we'll bring back a changed ordinance to actually put this parking into code.

Denham stated any questions for Kameron.

Jarvis stated when I read this, I know they have parking lots at the high schools and the track is adjacent to their parking lot at the high school. Is that parking doubled requirement because that athletic field can use it, like when school is in session as part as the athletic field?

Good stated it would be the total amount. So, it wouldn't be concurrent, two spaces wouldn't count for both uses. You would calculate the schools, calculate the sports facility, and you would combine that for the total number required.

Jarvis stated they would have to increase the size of that parking lot.

Good stated if they currently didn't meet.

Brown stated possibly.

Good stated possibly we are trying to calculate whether or not they would currently meet. So, when they add this new facility in whether or not if they had to provide additional parking spaces or not.

D. Jones I live next to Tomlinson Junior High School, and when it was a full junior high the only time, I saw real problems is when they had basketball tournaments or graduation, and things like that. Using this formula, I'm trying to diminish the overflow into the adjacent neighborhood, because that's when the calls start, they can't get their mail delivered and all of that. Are you all confident that adding these two would be sufficient that we wouldn't have that problem?

Brown stated I believe so, but we've also told them that they do have the option to go to the Board of Adjustments if they felt, you know because that is an option if they wanted to vary their number of parking requirements, but I feel like if we add the two, I think it would take care of the issue.



D. Jones stated so you're suggesting they should go to the Board of Adjustments for a variance based on hardship, that they can't meet the parking. If we are going to diminish it, it sounds like we are causing the hardship.

Brown stated I talked to CDBL who is the contractor on this, their understanding is that their facilities would be used by the students, like during the day or on the weekends. They don't foresee a lot of extra attendance, outside attendance, using these facilities, at the moment but I said in the future that's always the possibility that if they wanted to because originally, they were 8,000 square foot buildings that they were going to build, now we're down to 4000 square foot because they started running numbers and stuff.

Good stated we do have the parking calculations for the facilities that they're proposing on building already but to get their overall parking requirements for their whole parcel would include their school and all these sports complexes. So, we already talked, for tennis courts it's 4 parking spaces per court. We already have that in code, what we don't have is for baseball field, a softball field, a football field. That's where the sports fields at the other cities were just 1 per 4 patrons or 1 per 4.

Denham stated it sounds like you are doing this on a cumulative basis, even though very rarely are you going to have a football scrimmage and a softball game at the same time, or a tennis match or a baseball game. They would have their own separate amounts of parking per field or arena and in addition to the school.

Good stated yes sir.

Denham stated are these schools already way over on parking.

Good stated they have not provided the numbers on that. It's based on, first it goes on elementary school, middle school, or high school and then it's numbers per classroom. So, when they provide us those numbers, we will be able to calculate those numbers and see if there even close to it or not but right now we can't calculate their total parking requirements without these sports fields.

D. Jones stated ironically enough I had an experience, not at the junior high or high school.

Springborn stated I'm curious is this a problem we have had in the past or are we trying to overregulate something.

D. Jones stated it has been a problem in the past.

Brown stated it has been a problem in the past. I don't as staff think we are overregulating, we are just trying to set some guidelines for future developments.

Good stated as of right now we can't calculate what their total parking requirements are. So, their asking with this new facility are they required to provide more parking. We don't know because we don't know what's provided is adequate or not.



Denham stated we also have a potentially new huge sports facility, in the works, and they got multiple indoor-outdoor places that are not all going to be used at the same time, yet we're going to require parking. We assume so.

Brown stated we also have Bishop Independent School district has submitted for their middle school sports field and in the future to have fields for their high school as well. So, this will also help us calculate parking for them as well and in the future.

D. Jones stated specifically I had an experience, and it is still going on at Pat Henry School. When Pat Henry School would have a little league game or something or a graduation, they would park in the neighborhood, and it became a bit of a bitter issue because they couldn't get their mail delivered. The Post Office was raising Cain, the neighbors were raising Cain, the school was going to say we used all our room and all I can say is I would urge you to look at all of this, make sure, we're not creating a problem. I don't want LPS to build anymore parking than they should, it's expensive but you guys get the phone calls.

Jarvis stated I come from that background, I was a principle at an elementary school here in Lawton and there's barely enough parking at those schools for the faculty to park so then when you have a program for the parents or a PTA meeting there's nothing. So, what you're going to do is require them to pave the playground and it will be a parking lot to be maintained that's used twice or three times a year but it's going to take up space that was used for another purpose.

Good stated when there isn't space adequate that would be the hardship. That's when a Board of Adjustments variance would be.

Jarvis stated what they did, they would take the neighborhood over. It would fill up the neighborhood both sides of the road.

Good stated right now I do believe we, have specifications for the buildings. Obviously, these schools were built before the parking code of being what it is today. So, now when they purpose building a new structure that when the parking calculations have to be addressed, either brought up to code or they have to have a path forward.

D. Jones stated my concern is, I know financial hardship is not a grounds for the Board of Adjustments, under the variance procedure. Normally the special exception on parking has a time period attached to it. It was designed for like a church that's building over their parking lot, they're going to be out of sorts for a little while like 18 months. So, you set the 18 months and they build new parking, and it goes away. I'm like Ron I have some real concerns about this because we can name numerous schools that are in existence that do not have adequate parking for parents. Every day they are blocking the mailboxes right now, and all I'm saying I would encourage everybody, the staff, to look at this strongly and do some survey work, both in elementary and middle school and high school. Now I know, I share LPS's heartburn of trying to adjust the size of their schools and moving them and things like that, that to me is hardship but when we set the code and we need it at the time then the neighbors start complaining, we're going back, I'm not sure how that works.



Good stated right now we don't know whether they're conforming or not based on their parking provided. So, right now we're discussing whether or not they what would be needed as far as those sports facilities, so that we can calculate what is needed. Right now, they don't have a path forward on their parking. We're just trying to get to them, saying this is the number required.

Smith stated I got it on the schools and the grade schools, you kind of don't know because you haven't got your numbers there yet but let's take the new sports facility going in, they're going to have I forget how many indoor courts, I think up to 6 or 8 baseball diamonds, 3 or 4 rectangle fields for soccer or football. I think doing what you say there, they are going to have more parking than facility, I think it's one of those deals to where you're not playing baseball all year round, you're not playing football all year round. So, what they came up with.

Good stated the way it's proposed is based on the seating that's provided. Whether it's a massive baseball field or not if they only have a small bench section, that's how it's calculated as far as the occupancy and that is how the other cities calculated off of.

Smith stated I just know how they've done it in other states. It's 1 per 250 ft on a diamond. No, the indoor is 1 person per 250 square feet, on a baseball diamond it's 80 per field and on a rectangle field it's a 100 per field. I just don't want to say one rule fits everything. If they built these all over the state, they probably got their numbers figured out.

Good stated currently for the sports complexes, like the indoor recreation centers, we do for the first 20,000 square feet 1 per 200 and then for anything greater we do 1 per 300. So, we have it already in our code what a recreation center would, but it's the outdoor fields that we don't have specified in code. The cities we talked to were Norman and Wichita Falls.

Medders stated the newest school is Eisenhower Junior High (he meant to say Eisenhower Middle School), with the auditorium and with their parking, it that grandfathered in or is that.

Denham stated just on the facilities.

Medders stated just on the facilities my wife and daughter teach there and we do things there and just going into the auditorium alone, I don't know how it is for teacher parking but there's not enough parking. I wondered what was that figured at?

Brown stated that was figured at just the classrooms actually I believe, that's the way the schools are written is the classrooms and auditorium. The auditorium is there for the students, they do their plays and stuff like that, so it's just calculated your expecting to use that during the school day with the students is how that's calculated.

Medders responded thank you.

D. Jones stated under non-conforming if they built, let's take Darren's example, Eisenhower High School if they decided to build 2 football fields and 2 more baseball fields, they would be additions to the non-conforming. So, they would have to upgrade to make changes, that's not answering the questions about existing. I would like for you all to check with Chickasha softball complex, just kind of interested, as you drive by up I-44, because I don't even know how many seats, they have but they have a lot of diamonds certainly.



Denham stated this would apply to City properties as well as far as Ohlschlager and the East.

Good stated this would be going forward, anything that is not up to that number would then be considered nonconforming going forward and if they ever wanted to build another facility there, then they would have to bring their parking up to standards.

Denham stated how many new facilities are the schools doing at the high schools? I was under the impression they were just upgrading their existing facilities.

Good stated they are currently turfing 9 fields but then we have been contacted with a facility that is wanting to build 3, one for each high school, for a kind of like a multipurpose recreational facility for their sports team to practice inside. So, whether it be indoor batting cages, stuff like that. We already have that calculations fixed but.

Denham stated no bleachers or anything like that.

Good stated no, right now we are trying to determine whether their conforming or not with existing parking before we start adding a new facility and telling them whether meet that number already.

Denham stated would it be possible to get some of that data before we proceed with this particular code. I much rather we get the information and tweak, then to lay it down and then have to come and amend code.

Brown stated yes, you can make a motion to table, while we pull some more information for you.

Good stated this is a discussion. So, when we bring back the ordinance proposed, we would be able to provide you all the information that you are asking for today at that time as well.

Denham stated good point, the agenda item is a discussion. We just direct staff to initiate the amendment. I think you're getting the jest as far as what we would like to see before we get the.

Good stated so we can get some more comparisons from other cities and other facilities.

Denham stated yes and I would include the folks working on the youth sports deal for their input and the Bishop folks, possibly as well depending on any perceived growth in this type of area, Cameron, their existing facilities, I'm sure they're in compliance, I don't know so much about the softball field, but I do know the baseball field and football field are probably.

D. Jones stated they are exempt because they are state regent owned.

Denham stated gotcha. Okay, we have a motion to table by Jarvis and second by Allen, any discussion? Call the roll please.

**Motion by Jarvis, Second by Smith**, to table discussion to set parking requirements for stadiums, sports field, and arenas, and consider directing staff to draft a code amendment to add stadiums, sports field, and arenas pending staff research. **Aye:** Denham, J. Jones, Jarvis, D Jones, Smith, Medders, Springborn **Nay:** None **Motion Passed.**



Denham stated it's unanimous 7 (seven) to 0 (zero) even though I didn't think a table was necessary, but you'll bring back the information with a little bit more detail.

- 6. Commissioner's Reports or Comments.**
- 7. Secretary's Report**
- 8. Comments from the Public.**
- 9. Adjournment.**



MINUTES  
CITY PLANNING COMMISSION  
CITY HALL AUDITORIUM  
June 29, 2023

Minutes of the City Planning Commission meeting held June 29, 2023, in the City Council Auditorium, City Hall, 212 SW 9th Street, Lawton, Oklahoma.

The agenda for the meeting was posted on the bulletin board in City Hall in compliance with the Oklahoma Open Meeting Act.

The meeting was called to order at 1:31 p.m. by David Denham

---

ROLL CALL

MEMBERS PRESENT:     John Jones  
                                 Joan Jester  
                                 Ron Jarvis  
                                 Allen Smith  
                                 Neil Springborn  
                                 David Denham  
                                 Deborah Jones  
                                 Michael Logan

MEMBERS ABSENT:     Darren Medders (Excused)

ALSO PRESENT:        Madison Aust, Recording Secretary  
                                 Charlotte Brown Director Community Services/Planning  
                                 Kameron Good, Senior Planner  
                                 Tyler Pobiedzinski, Planner I  
                                 Gregory Gibson, City Attorney  
                                 Christina Ryans-Huffer, Planning Administrative Assistant II  
                                 Chris Boyd CDBL, Inc.

---

**2.     Verify posting of meeting.**

The meeting was posted on June 26, 2023, at 4:24 pm by Kobe Humble.

**3.     Establish Quorum.**

8 (eight) of the 9 (nine) members where present.

**4.     Consider approving the minutes from the June 15, 2023, meeting.**



**UNFINISHED BUSINESS**

**5. Continue discussion to set parking requirements for stadiums, sports fields, and arenas, and consider directing staff to draft a code amendment to add stadiums, sports fields, and arenas.**

Good stated good afternoon, Kameron Good Planning Department. This is to continue the discussion we had you had previous asked to bring back more information on parking requirements for stadiums, sports fields, and arenas. The additional information you had asked for was Chickasaw parking requirements. After contacting them several times they finally got back with us they were doing further research and trying to figure out and look back at when the sports fields were built and what the calculations were. They have no records of what they required but we did take it upon ourselves to count how many spaces they have and how many fields they have. They 454 total parking spaces, which comes out to be about 21 spaces per field and they do have a mixture of baseball, softball, and soccer fields.

Denham stated did you happen to count the seats.

Good stated no, we did not count the bleachers, no Sir.

Denham stated Okay, since it looks like that is what we are basing ours on. Any additional questions for Kameron. So what we did come up with, ours is the last page of the agenda item, the table.

Good stated no, that is just our current parking for public, civic, and commercial spaces. That is just what our current code has available. Like we said in the previous meeting, Wichita Falls does theirs as 1 per 4 seats provided. Norman does 1 per 4 patrons based on occupancy. Oklahoma City, they list theirs as director approval, we reached out to them several times trying to figure out what that actually calculates to. They never got back to us, it's just whatever the director approves.

Denham stated has LPS gotten back to us, as far as their current parking with their situations.

Good stated no but based on further discussion, the classrooms alone don't seem like there is going to be enough based on what our requirements are.

D. Jones stated one of my concerns is if you base it on seating, I just drove by some of these facilities, they have very little bleacher seating. I think what they do is park, and you bring your lawn chairs and sit out. When dealing with the junior high and high schools nobody really objects to it because mainly after school but when we put it in a public setting, we are going to have cars everywhere. I don't know, I can't seem to wrap my head around how to address this. Really, I don't know.

Denham stated one of my concerns from the last meeting was that we were going to include all facilities as a cumulative number. I just think of high schools for example where you've got football which is of course is practice so there is not really going to be any fans there but then you've got a baseball game and softball games and their schedules are different parts of the year, basketball as well. It just seems like; I just have some issues the multiple facilities being included



so they have all these extra seats that just seems a little excessive. And then again, we are not sure what this is going to entail for the proposed youth sports center either, since we don't even have a location yet let alone plans.

D. Jones stated would it be appropriate not to take action until LPS gets back with us. Maybe Kameron and some of the facility managers of LPS. All the high schools have quite a management, if you will, structure and sit down and talk about this. And get a little more information.

Denham stated was the city the one that approached us for the code requirements or is this just something as the city was discussing their plans, we said hey we don't even have something we ought to address this before it is an issue.

Good stated there is an architectural firm that is planning on developing these new facilities for the three high schools that reached out to us trying to calculate the parking for the facilities. We gave them the parking numbers that we had for the schools. We do have the calculation for the new facility itself but when you're talking about total parking numbers required, we do not have the numbers to calculate the fields and what their requirements are. So, we can't give them the total number required without specifying how we are going to calculate these sports fields. So, it was the architectural firm that's working on these proposed buildings who reached out to us asking for the information. When it's not specified in the code of how we would require it that's when we bring the discussion item to the CPC.

Springborn stated I'm just going to add to this, Don Davis when he was the president of Cameron had a possible solution. He got called by the head of the Board of Education not the one that's there now, the Board of Education about the high schools playing football out there at the stadium. They approached Don Davis and said will you sell us the stadium for a dollar, and Don Davis said just have it out of here by noon. That would solve the problem, not as if we can solve these problems as easily.

J. Jones stated it appears to me the school system is a whole different situation than stadiums or public affairs. I don't see how you can mix this in with anything like that. Schools a lot of times there is just kids involved, people drop kids off. So parking is certainly different than it would be on stadium or some private sports arena. I think whatever we do I think we have to be real conscious to build something that has some flexibility in it. To sit down and just put numbers of, 1 parking space per 3 or 4 seats or whatever to me I think that seems prohibitive to someone coming in. We have look at the use of it, to see what parking be needed. If we put a number based on seats or based on football fields or whatever. I see that really impossible.

Good stated so are you saying you feel that parking for a public or civic use such as a school would be a separate category than a commercial code.

J. Jones stated that's my thought.

Good stated also just a note I don't know if my opinion is allowed to be said or not, but the school itself already has a parking calculation, for these high schools 8 per 1 classroom. These are the same students that are going to be using these sports fields. Not all the kids are going to



be coming out for sports when they are actually in play. So, the ones that are coming in visiting could already be offset by the parking that is already provided by the schools.

Brown stated so, what you could do you could set a precedence and say if they're apart of the school they are included in the existing school parking that is there for the existing buildings.

D. Jones stated I need to know more about this, how many fields, are they in different neighborhoods, what impact is on the neighborhood. I gave you my example, unfortunately, the city got in between the Postmaster and the schools, mail couldn't be delivered. I'm with John this is a very complex situation and I'm sure the schools are much different than the public facilities. It seems to me we just don't have a whole lot of information here, I would rather delay maybe two weeks or whatever and have the staff of the Planning Commission sit down and maybe the Architect could come down, the staff of the school board that they think appropriate and get us more information. You know what we don't want to do is go through all this and then have LPS say, and the architect say oh that won't work. Then we wasted that time. So, can we delay two weeks on this.

Denham stated I think one of the areas we are not even talking about is the elementary schools. This is strictly for the secondary schools. They're the ones that have the sports fields. There's no sporting events at elementary schools. They have plays, they have PTAs, they have the other stuff that cause the problems you're referring to, graduation or whatever the case may be. We're talking the secondary facilities, they have their own parking for everything and in the middle schools you have no students driving, you should have plenty of spots available for parents to come watch the deal. All the high schools they pretty much have the parking. I know Eisenhower Middle School they didn't have enough I believe at our last meeting already and it's the newest school of the bunch. So, the athletic director portion of the LPS would probably be the group we need. I think all the schools all have athletic director plus Mr. Dees is the LPS athletic director, you can work with them, they know what they're wanting to do. Let's see how we can work together to get that done. Then let's address the future sports field. The sports authority that's doing the eastside, the westside, and the other deal and get with them on what they envision what their needs because they're already growing their participation up higher. We are almost chasing a problem that doesn't exist yet.

Good stated would you like potentially some attendance records of the bigger sporting events at these high schools, would that be information that would tell us how many people are in attendance of that. That would at least give us a baseline.

Denham stated I would be shocked if they could get that for you frankly, but I would think that the schools as John mentioned with their parking allocated for the school requirements that would be enough for their after-school events going on so not even worry about regulating it. Unless these plans they're bringing together is going to cause additional, during school, events that will add to that burden. I think that's why you need to get with LPS, administration, athletic directors and see what they're looking to do and then consider those numbers. That will be project A and then Lawton Sports Authority will be Project B with their plans too and find a way that we can combine the two because one is a public-school entity and the other is a Lawton Trust Authority. So, it's not like we really dealing with commercial operations of anything yet.



Good stated do you feel that we would still need to make a code adjustment to clarify that the high schools, if that's how we went, the high schools do already provide enough parking. That the uses on site would just be accessory uses that are classified under that. Would that still need a code change.

J. Jones stated why don't we leave the schools alone. The schools are an entity that services and governs their own needs. So, why do we want to get into the school business.

Denham stated the schools came to us. They are initiating this, their architect.

J. Jones stated well it appears to me then the schools should send a recommendation to us of what they need because they're asking us to sort of figure that we have no experience in, they have all the experience in, they have the architects that can tell you what the needs are. So why don't we listen to what they have to say instead of them trying to jump all over us and not agree with us. It doesn't make sense to me. They know what they need. Why don't we listen, let's reverse this let them come back to us and tell us what they need.

Brown stated I do think that if we do decide to go that route that I do believe a code change and that way it's in record that this is what the CPC recommended the accessory fields at the schools are accessory uses and don't count toward their parking lot.

Denham stated not subject to.

Brown stated not subject to the regular parking requirement, so I feel like that would be a good thing to have and in 20 years when none of us are here. It's an ordinance and it's there.

Denham stated do you promise. It feels like I have been here for thirty.

Brown stated I have sixteen left.

D. Jones stated before we recommend an accessory use or something like that, let's get all the stuff together and see because, as I have said contrary to what you've observed, I can tell you the people of Waterford every time when Tomlinson was a middle school. They couldn't get their mail and if it was muddy instead of parking on the ball field, they were parking in the neighborhood. Granted it was one day. You know you just kind of put up with it. It's just like a church and funerals. Let's just get all our stuff together and with that I make a motion to table this. Kameron do you need two weeks, four weeks.

Denham stated I would say until you can meet with the staff and administration of the schools.

D. Jones stated alright my motion is to table this indefinitely.

**Motion by D. Jones. Second by Logan,** to table indefinitely discussion to set parking requirements for stadiums, sports fields, and arenas, and consider directing staff to draft a code amendment to add stadiums, sports fields, and arenas. **Aye:** Denham, J. Jones, Jarvis, Jester, D. Jones, Logan, Springborn **Nay:** None **Motion Passed.**

Denham stated its unanimous motion has passed 7 (seven) to 0 (zero) to table item indefinitely, with coordinating with those entities that we have discussed.



**NEW BUSINESS**

- 6. Consider making a recommendation to City Council for waiving section 18-6-16-678 of Lawton City Code stating a I-3 Light Industrial District across the street from a residential district requires opaque screening installed along the side facing the residential district and take action as necessary.**
- 7. Commissioner's Reports or Comments.**
- 8. Secretary's Report.**
- 9. Comments from the Public.**
- 10. Adjournment.**



CITY PLANNING COMMISSION  
CITY HALL AUDITORIUM  
September 28, 2023

Minutes of the City Planning Commission meeting held September 28, 2023, in the City Council Auditorium, City Hall, 212 SW 9th Street, Lawton, Oklahoma.

The agenda for the meeting was posted on the bulletin board in City Hall in compliance with the Oklahoma Open Meeting Act.

The meeting was called to order at 1:31 p.m. by David Denham.

---

ROLL CALL

MEMBERS PRESENT:

Darren Medders  
David Denham  
John Jones  
Deborah Jones  
Michael Logan  
Joan Jester  
Ron Jarvis  
Neil Springborn  
Allan Smith

MEMBERS ABSENT:

None

ALSO PRESENT:

Madison Aust, Recording Secretary  
Charlotte Brown Director Community Services/Planning  
Kameron Good, Senior Planner  
Christina Ryans-Huffer, Planning Administrative Assistant II  
Tyler Pobiedzinski, Planner I  
Brett Hogan, U-Haul  
Chris Boyd, CDBL Inc  
Elana Spangler, Citizen

**2. Verify posting of meeting.**

The meeting was posted on September 21, 2023, at 12:02 pm by Kobe Humble.

**3. Establish Quorum.**

9 (nine) of 9 (nine).



### **UNFINISHED BUSINESS**

#### **4. Continue discussion to set parking requirements for stadiums, sports fields, and arenas, and consider directing staff to draft a code amendment to add stadiums, sports fields, and arenas.**

Good stated good afternoon, Commission. Kameron Good with the Planning Department. We had previously brought this in front of you, you had requested some additional information regarding to the 3 (three) highs schools for the Lawton Public Schools. In the background on page 2 (two), we have provided that information. I'll run through it just real quick, with MacArthur High School they have a total of 70 (seventy) classrooms, 487 Parking spaces, only 260 parking passes issued, with 127 faculty members. The parking spaces required for classrooms only would be 70 classroom times 8 would be 560 total parking spaces. As is they still don't meet the parking spaces requirements as is according to our code. Same thing with Eisenhower and same thing with Lawton High, they don't have the total number of parking spaces for their required number of spaces. So, Eisenhower has 90 classrooms, 392 parking spaces, 225 total parking permits issued for their students, only 130 for faculty. Lawton High is 92 classrooms, 323 parking spaces, 190 parking passes issued, with 119 faculty members. Just a little bit more information that you requested, Chickasha Sports Complex, we reached out to them, they did not have a parking set standard when they built the complex, that was kind of a City project, so they kind of did what they wanted to. We went ahead, and counted the parking spaces and their sports fields, they had 17 Baseball and Softball fields, 10 Soccer and Football Fields with about 408 parking spaces so, roughly about 15 parking spaces per field. I went ahead and threw in some additional information from other cities of what codes look like with the consensus being about 1 (one) required parking space per 4 (four) patrons based on the occupant calculations. The goal for this is to set the parking requirements for the sports fields and to determine whether or not these should be considered accessory uses to the existing schools. If it's considered an accessory use the total parking spaces is already figured in for the school itself and then all the sports field would just be an accessory, they wouldn't add to the total number of parking spaces.

Denham stated very good. Any questions of Kameron?

Smith stated so I wasn't here last week, so just to kind of clarify, say on the student parking issued 190, faculty 119, if you combine those two together or is the faculty 119 out of the 190? I was using Lawton High as the example.

Denham stated there is 309 total used and they have 323.

Smith stated that's all I needed.

Denham stated and this was actually goes back to June, not last week. So, it's been a while since we've discussed these items. So, what we're looking at is either establishing, I thought I was tracking when you said, establishing the number of spots for stadiums, sports fields, etcetera but if we are only worrying about the Lawton Public Schools, then we could just go ahead and recommend that it's an accessory use. Obviously my first thing is we need to go back and



amending City Code, that says you need 8 (eight) spots per classroom, when you obviously don't.

Good stated this is an open discussion with the parking requirements. What brought this to attention was the fact that LPS is planning on building a new locker room for each of the high schools and that's what brought the parking requirements questions up. We have the calculations needed for the locker room itself, we have the calculations needed for the school but we don't have the parking calculations set for the sports fields and so we don't know what total number of parking spaces is required. Now that would be null and void if all those things were accessory uses. That is open for discussion, but we still need to set a parking standard for these sports fields, with the sports complex going to be built in the future and any other private or public facilities but we do need a parking standard for those.

Denham stated okay.

D. Jones asked let me make sure I understand, the existing high schools do not meet our existing parking standard? Well, that's one issue, you know is to reexamine that for new, for future.

Good stated that is correct. As is they're non-conforming.

D. Jones stated non-conforming.

Good stated correct.

D. Jones asked you're recommending that what we add be an accessory use but you're recommending additional parking for those?

Brown stated no, we're not recommending additional parking, that these buildings that they're going to build on site, won't require additional parking because they're supposed to be used during the school day or after school hours for students that are already there.

Denham asked if we can make these accessory, for accessory use, then there would be no additional parking requirements?

Brown stated correct.

Denham asked and this primarily is just for the high schools. How are we, because I don't think that 1 (one) per 4 (four) classrooms on the elementary schools, they're even in compliance either. I think with anything else we need to look at the Code that says we need 2 (two) spots or 8 (eight) spots per classroom. That's obviously excessive.

Brown stated I just ran, really quick, the numbers, MacArthur comes closest, at about 7 (seven) per class room right now but both Eisenhower and Lawton High are about 4 (four) per class room and remember these were set back when it was just 10<sup>th</sup>, 11<sup>th</sup>, and 12<sup>th</sup> grades. You could drive at any time, now they've added 9<sup>th</sup> grade and I believe LPS doesn't allow you to leave until you're a Junior or Senior to even have parking permits. So, they've even limited the amount of students that can park on campus.

Good stated I also added in the background information another City for example for their kindergartens, day schools, and their lower classification of schools 1.5 spaces per employee at



full capacity with a 1 (one) paved off street loading and unloading area and that is what another city did for their kindergarten and elementary schools. It was based on their faculty because obviously the younger kids aren't driving to school.

D. Jones asked if they're in nonconforming at his point and we add an accessory use?

Good stated it would have to be brought up to compliance and if they can prove a hardship, they could ask for a variance to lower the parking requirements.

Denham asked and that goes through the Board of Adjustments?

D. Jones stated it appears; I don't have a BOA ordinance. Do they have a section on Non-Conformity?

Brown stated they do. They have an allowance on non-conforming properties for rebuilding and stuff like that but on the they can make a variance to the parking based off of 4 (four) questions.

D. Jones stated yes if they answer the conformity.

Brown stated yes.

D. Jones stated I see what you are saying. I'm trying to get just a little parking to get them up to what they need.

Brown stated yes.

D. Jones stated and it's not going to be much because you said Eisenhower was the closet, it might be 7 (seven) or 8 (eight) spaces. Then the staff can look at, David what you and I were talking about, which is the Code. We need to start looking at the School Codes, because things have changed over the years and that would be, obviously elementary through high school. You all need a little time on that. I also wanted to say this was very good research. It was very thorough. Could we consider because they're in non-conformity, now I wish I had Greg here, that as an interim we just bring them up, Charlotte to where they need to be and that might be 3 (three) or 4 (four) spaces at these Sports Complexes because it's kind of a special, unusual situation. That way they can get started without Board of Adjustments or any of this nonsense. If they add to any of these Non-conformities, they have to come up to this existing Code.

Brown stated okay, yes.

J. Jones asked let me ask one question on the classroom size, in the high schools I believe over half the class rooms are people of the non-driving age. So, can we not lower the number per classroom? And consider the classroom number of people of driving age. Wouldn't that be something to consider?

Good stated the only concern that we had with bringing that information to you is the number of driving aged students fluctuates every year and now.

D. Jones stated it doesn't have anything to do with these additional sports centers. They're going to get there one way or another. The parents are going to get there, the audience is going to get there, plus we got faculty, we've got all of these other issues. You know I prefer you look at the



whole thing and we try to move on with these schools right now because I live near Tomlinson, the building's going up as we speak.

Smith asked say we're talking about building new football stadium, a new locker room, we've already got the existing, I think they're just redoing those so I mean, maybe the locker room, it may be adding on some square footage, but they have an existing locker room.

Good stated yes, so this would be a new locker room and Chris might be able to touch on this a little bit more, but this is for Lawton High School, the proposed location is just north, in the grass area. Chris, do you want to touch on that all and where these are going to be built. They do have existing facilities to an extent, this is a new one that is proposed.

Boyd stated I'm Chris Boyd, I'm with CDBL. We are building the Eisenhower and Lawton High facilities. Ryan Herring is building the MacArthur facility. These are buildings that have 6 (six) locker rooms in them, and a concession stand. What they are is, they are for girls most and it depends on what the school is but like, my daughter plays tennis at Eisenhower she changes in the bathroom because they don't have a locker room. So, we're going to build these facilities, girls' tennis will have a locker room to go to. In the future, these facilities may be added on to and have an indoor practice facility for when it's raining, they can practice inside. But it's nothing to do with, they're not adding anything. They're not adding any fields, they're not adding anything to the fields. These are just support for those kids that use those fields.

Denham stated thank you Chris. What I see here is that all three high schools aren't using the amount of parking that they have. Which is less than what Code requires. So, we're saying okay let's add more spots for this even though you're not using the spots we're needing, and this is all for kids that are already on campus. We're not creating any extra demand for cars to come to these deals.

Good stated I added in the background for another City their elementary school and middle school asks for 2 (two) parking spaces per classroom and their high schools 1 (one) per 4 (four) students. Whereas we're asking for 8 (eight) per classroom.

Denham stated I just see where classrooms have anything, I mean and again we added 9<sup>th</sup> graders, maybe there is a 9<sup>th</sup> grader old enough to drive these days, but you know that's going to be zero.

Brown stated we'll put it into a little more perspective. When I went to Eisenhower, twenty-one years ago, we were parked up all the way on the road behind because there were so many of us driving and now you've added another 400 students, but they've narrowed it down to where you've only got a portion, a smaller portion actually driving and being able to park on campus.

D. Jones stated with the larger enrollment, you have more classrooms, more teachers, more support.

Brown stated we didn't have 90 classrooms when I graduated from Eisenhower. They added a whole other building on the east side. That was not there 21 years ago.



Denham stated some of these classrooms, frankly, have 5 kids in them. I mean you've got your yearbook, and whatever but you have classes and whatnot are going to be more. Maybe that's just not the way to calculate this because I don't see how Eisenhower having 300 more students dropped a class from 6A to 5A, that tells me they have fewer students.

Good stated you also don't have; we haven't seen an issue with their parking lots overflowing.

Denham stated you even have the bands practicing in the empty spots.

Good stated Chris and I discussed it. You see the parking lots half empty during the school days.

D. Jones stated during the school days they are, when they have tournaments you know at these places, they're overflowed. They're in the neighborhood. I don't have, I'm not hung up on any answer. It's somewhere in the middle and think maybe the staff needs some time to look at the whole issue and you may reduce it, you may increase it, but you need to look at the whole issue for all of its uses not just how many students, or how many classrooms or you know what I mean. Give yourself some time to do it. Now, if we want to leave it like it is, it's fine with me, you know, except you do need to do the study because these schools are evolving all the time. So, you need some guidance if you will, how to handle accessory uses added, new schools, new types of schools, that kind of thing.

Brown stated they also have all the virtual students, that they didn't have even 5 (five) years ago. That lowered the number of students on property.

Denham stated I can see doing something for thinking right now but the proposed sports complex, that's something that needs to be addressed. These others I see no reason why we just can't make; I don't even understand how a locker room wouldn't be an accessory use. It's not like we're a YMCA where public is coming to utilize or anything along those lines. That really doesn't even affect LPS's situation at the current time, but we can proceed with using this research to do the work for future development on proposed.

D. Jones stated normally David when you figure parking you discount non-useable areas. Often, you'll discount hallways, restrooms, locker rooms because it's like Kameron's research, it's the seats that are the way you calculate it for the people and so you do give discounts of that kind.

Denham asked maybe 1 (one) for every 4 (four) seats in their auditorium. (inaudible)

Good stated parking calculations are different across the board depending on their use, according to our Code. You know some things are based on the gross floor area. For the schools we have it set for the classrooms and I think what you're saying is you would like us to bring back maybe a change of Code how to allow the accessory use is at these schools and not add the additional parking on top of it.

Denham stated that's me personally. I don't know for, what the Commission agrees to or not.

Smith stated I agree on that also.

Good stated and then just to give another prospective, if you have a use of a property and there's a main use and they want to add an accessory use to that building, you're still calculating off the



whole use of that building. You know I think that plays right into this. The whole use of the property is the school. The kids are already going to the school.

Smith stated yes, just because you're adding a building, you're not adding any more kids. Those kids were there anyway. They're parked somewhere anyway.

Denham stated but again for future, if we get an arena, if as this sports complex gets developed. There probably needs to be some kind of standard for them. So, this research not being done in vain, bring that back.

Good asked so bring a Code change back that shows the parking for the sports facilities and arenas as if it was a private entity. As well as the Code change that would allow accessory uses to not add to the public schools?

Denham asked is everybody agreeable to that guidance?

Springborn asked is there any reason why you don't include Cameron on this study?

D. Jones stated you should not include Cameron. It's owned by the Board of Regents, and you do not have any jurisdiction, the City over Cameron unless it's negotiated. It's owned by the State of Oklahoma Board of Regents.

Springborn stated okay. My feeling is about graduation, which is the biggest mess you ever saw.

Good stated I think we as staff we have clear direction moving forward to bring you a Code change back.

Denham stated perfect. Thank you.

Brown stated so, I think in my mind, we'll bring back for the Sports Authority and Arenas as a stand-alone but we're not going to limit accessory uses just to LPS. We're going to make it, if you add an accessory use to your facility, regardless, your parking is already calculated with your primary use and not limit is to LPS.

Denham stated now currently.

Brown stated if they're not increasing the intensity, we'll add that in there. If they are not increasing the intensity of the property and use, then it would not be considered an additional parking.

D. Jones stated thank you.

Denham stated I know recently I believe the City has turned over operations of the East Side and West Side Ball Parks to the Sports Authority.

Brown stated yes.

Denham asked were those all built with Code for parking spots for any of that stuff.

Brown stated probably not. We can find out though and bring that back.



Denham stated it might be curious to see how many fields, how many parking spots and how it complies with this thing too, while you're continuing your research.

Good stated with what we're proposing.

Denham stated yes.

D. Jones asked maybe we should make a recommendation that the City meets its own Code in the Building Permit process. Wouldn't that be novel.

Denham stated I was saying that without saying that.

D. Jones stated well, I'm going to say it.

Smith stated it's kind of like Chickasha, he just said they kind of did what they want. Just roll with it.

D. Jones stated yes.

Brown stated Chickasha literally told us, we don't know. We don't know what was done.

D. Jones stated I suspect LPS did the same thing.

Smith stated good job Kameron.

Denham stated and COL. Okay, very good. Thank you and we look forward to seeing the progress. Be careful what we wish for, right?

## **BUSINESS**

- 5. Hold a public hearing and consider a request to amend the binding site plan for property located at 1050 NW 38<sup>th</sup> Street, Lawton, OK 73505.**
- 6. Commissioner's Reports or Comments.**
- 7. Secretary's Report.**
- 8. Comments from the Public.**
- 9. Adjournment.**



MINUTES  
CITY PLANNING COMMISSION  
CITY HALL AUDITORIUM  
October 26, 2023

Minutes of the City Planning Commission meeting held October 26, 2023, in the City Council Auditorium, City Hall, 212 SW 9th Street, Lawton, Oklahoma.

The agenda for the meeting was posted on the bulletin board in City Hall in compliance with the Oklahoma Open Meeting Act.

The meeting was called to order at 1:30 p.m. by David Denham.

---

ROLL CALL

MEMBERS PRESENT:     David Denham  
                                 John Jones  
                                 Ron Jarvis  
                                 Joan Jester  
                                 Allan Smith  
                                 Darren Medders  
                                 Michael Logan  
                                 Neil Springborn

MEMBERS ABSENT:     Deborah Jones (excused)

ALSO PRESENT:         Madison Aust, Recording Secretary  
                                 Kameron Good, Senior Planner  
                                 Christina Ryans-Huffer, Administrative Assistant II Planning  
                                 Tyler Pobiedzinski, Planner 1

---

**2.     Establish Quorum.**

8 (Eight) of the 9 (Nine) commissioners were present.

**3.     Verify posting of meeting.**

The meeting was posted on October 23, 2023 at 8:30am by Amanda Gillespie.

**4.     Consider approving the minutes from the September 14, 2023 meeting.**



**Motion by Medders, Second by Logan**, to approve the minutes from the September 14, 2023 meeting as written. **Aye:** Jarvis, Denham, Medders, J. Jones, Smith, Jester, Logan **Nay:** None **Motion Passed.**

**5. Consider approving the minutes from the September 28, 2023.**

**Motion by Logan, Second by Jarvis**, to approve the minutes from the September 28, 2023 as written. **Aye:** Jester, Smith, Denham, J. Jones, Medders, Logan, Jarvis **Nay:** None **Motion Passed.**

**BUSINESS**

**6. Hold a public hearing and consider an ordinance pertaining to planning and zoning amending section 18-8-1-805, Division 18-8-1, Article 18-8, Chapter 18, Lawton City Code, 2015, by designating the required number of parking spaces required for stadiums, sports fields, and arenas, providing for severability, allowing for floor amendments, and establishing an effective date.**

Denham asked Kameron, are we going to put this thing to bed today maybe?

Good responded hopefully. Kameron Good Planning Division. This has been discussed three times at the Planning Commission June 15, June 29, September 28, 2023, and this is finally the ordinance change being brought back to you and for your recommendation to move forward to Council. As you can see in the ordinance the proposed change to the parking code is under the commercial uses, the stadiums, sports fields and arenas is being designated as one per four patrons based on the maximum occupancy. And then we threw in underneath the parking code where we have the additional information number six is being added and it will be if they have a proposed use that is associated with a public or private school and located on the same parcel additional parking will not be required. The use will be considered an accessory use. To summarize I feel like what the discussion was and wants were from the Planning Commission we put that into this ordinance and the parking for these sports fields. I'd be happy to answer any questions or give any additional information.

Denham asked any questions for Kameron at this time? Hearing none, I will go ahead and declare the public meeting (Denham meant to say public hearing) open and any public that would like to speak for or against this amendment please approach the microphone. Seeing no one approach I will go ahead and close the public hearing. Members of the Commission what is your pleasure?

Good stated you did ask for some additional information at the last meeting. So, I will go ahead and run through that real quick. You ask for information on the City of Lawton fields and if we are in compliance and Tyler Pobiedzinski Planner I from the Planning Division did some research Greer Park has 8 tennis courts the requirements are 4 per, we actually have 64 parking spaces. Harmon Park as a theater one per 4 seats based on occupancy, we actually have 42 parking spaces. Albert Johnson has four baseball fields with no striping. Gary (Good meant



Gray) Warr has five baseball fields with no striping, and Wayne Gary Park has two baseball fields with no striping. Kind of a mixed review on that one. Some parks have adequate parking, some do not, and some do not even have striping.

Denham asked which one is the westside ballpark between Eisenhower Elementary and Middle School?

Good responded that is no longer owned by the City of Lawton.

Denham stated okay, that was swapped out to LPS.

Good responded it was swapped with LPS.

Denham stated okay. And the eastside?

Good responded I'm not sure on that information.

Denham asked the one behind MacArthur and Eastside Park with all those other fields?

Good responded I'm not sure but I can get that information if you'd like it.

Denham stated I was mainly worried about the westside ones since that is one of the purposed spots for the new Youth Sports Complex. So, since that is school property would that then be considered as item number six?

Good responded if it's privately owned or publicly owned it will still have to meet the code. So, if it's part of a school than that would be an accessory used to the school according to this code as is that we are proposing.

Denham stated right. I think Lawton Public Schools owns that property but there is really not a school in association with those fields.

Good responded that is why we threw in that line that it has to be on the same parcel.

Denham stated okay.

Good stated as that main use for it to be considered an accessory use. If a school had a baseball field built somewhere else that is designated for that school it was off property somewhere else, they would still have to provide the parking.

Denham responded okay. That is going to be several softball fields indoor outdoor, basketball courts slash volleyball courts, and then again, I guess that existing baseball fields. So, all that parking requirement will be based on the cumulative total of the attendents for each venue.



Good stated based on the occupancy and based on my understanding after discussion with the Fire Marshals on how they calculate their occupancy for those fields is the one per four seat provided.

Smith stated so like bringing it back to the sports arena deal to me that's what this all boils down to, so are we saying there are going to be people playing baseball, soccer, everything all at the same time? If it has fields there it has to have parking spots for it even though ninety-nine percent of the time, they are not all going to full at the one point. But it is one per four?

Denham responded per occupancy per venue.

Smith responded gotcha.

Denham stated or if they are eight fields, we are assuming 4 per maximum capacity for all fields even though very rarely will they all be done.

Good responded correct.

Denham stated same thing that would go to Board of Adjustments for any variations to this if it comes to that.

Good responded if it comes that, yes sir.

Denham stated okay. Alright.

Good stated I'm sorry, the sports arena it's not going to be a public or private school that is running the sports facility its going to be a private company with a City or how they do that.

Denham stated I don't know anything about a sports arena I'm talking about the Youth Sports Complex as far as that goes. It's been purposed first at Elmer Thomas Park now it's either going to be on Cache Road or this location.

Good stated so it wouldn't be a public or private school so it would still have to meet the parking requirements it wouldn't be considered the accessory use.

Denham stated it is a City entity however it's the city authority running.

Good responded it will still need to meet parking requirements.

Denham stated okay. Anything else? Further discussion? I will entertain a motion.

**Motion by Smith, Second by Medders,** to approve an ordinance pertaining to planning and zoning amending section 18-8-1-805, Division 18-8-1, Article 18-8, Chapter 18, Lawton



City Code, 2015. **Aye:** Medders, John Jones, Jarvis, Springborn, Denham, Jester, Smith, Logan  
**Nay:** None **Motion Passed.**

Denham stated unanimous eight to zero. I still have a feeling that might still come back to us at some point in time in the future.

Smith stated gonna do something for someone.

Denham responded exactly.

#### **7. Commissioner's Reports or Comments.**

Denham stated I'd like to Allan for covering last meeting while I was out of town Hopefully it wasn't too ominous it looked like a hefty agenda. Good job. Any other commissioners?

#### **8. Secretary's Report.**

Good stated I just want to give a quick update on a few items that went to council last week. The council did vote to accept the as built drawings and maintenance bond for the waterline that was put in in off of 20<sup>th</sup> Street to serve the PSO lay yard. It was a waterline and fire hydrant. The as built were accepted there. The Bull dog subdivision plat was approved by Council and the amendment to the binding site plan for the U-Haul property was approved by Council.

Denham stated I noticed U-Haul has gotten a nicer face lift since our last meeting to.

Good stated and I also just want to extend an invite to everyone we do have our safe trick or treat tomorrow were all the City employees will be dressed up down in the Banquet Hall. That is from 2pm-4pm.

Denham responded good job guys, that is awesome.

#### **9. Comments from the Public.**

None

#### **10. Adjournment.**

**Motion** by Medders, **Second** by Logan, to adjourn the meeting. **Aye:** Logan, Springborn, Medders, Smith, Jester, Jarvis, John Jones, Denham **Nay:** None **Motion Passed.**

With no further business the meeting was adjourned at 1:43 pm.





# City of Lawton

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

## Commentary

---

**File #:** 23-1021

**Agenda Date:** 11/14/2023

**Agenda No:** 14.

---

**ITEM TITLE:**

Receive a report from staff and Garver Engineering regarding the implementation of the CIP Portal for citizens and take action as deemed necessary.

**INITIATOR:** Mayor Stan Booker

**STAFF INFORMATION SOURCE:** Joe Painter, Engineering; Judy Franco, IT; Rusty Whisenhunt, Public Utilities.

**BACKGROUND:** Staff and Garver Engineering will present an update on the status of the CIP Portal for citizens.

**EXHIBIT:** None

**KEY ISSUES:** N/A

**FUNDING SOURCE:** N/A

**STAFF RECOMMENDED COUNCIL ACTION:** Receive a report from staff and Garver Engineering regarding the implementation of the CIP Portal for citizens and take action as deemed necessary.





# City of Lawton

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

## Commentary

---

**File #:** 23-1026

**Agenda Date:** 11/14/2023

**Agenda No:** 15.

---

**ITEM TITLE:**

Consider approving an ordinance pertaining to Animals, amending Section 5-1-101, 5-1-104, 5-1-105.1, 5-1-106, 5-1-111, 5-1-118, and 5-1-120, Article 5-1, Chapter 5, Lawton City Code 2015 and amending Section 5-5-501 and 5-5-508, Article 5-5, Chapter 5, Lawton City Code 2015 by defining redemption period and service animal; establishing City Manager approval for euthanizations within the redemption period; clarifying that large reptiles may be unlawful; allowing for redemption periods to be extended; expanding on service animal allowances; correcting grammatical errors; renumbering as needed; providing for severability; allowing for floor amendments; and establishing an effective date.

**INITIATOR:** John Ratliff, City Manager

**STAFF INFORMATION SOURCE:** Roy Rodrick, Animal Welfare Superintendent  
John Ratliff, City Manager

**BACKGROUND:** The proposed changes are the result of a complete review of Chapter 5 of Lawton City Code. Included in the proposal is the definition of redemption period and service animal. The proposed ordinance sets forth where service animals are allowed and the limited questions that may be asked related to service animals, in accordance with the Americans with Disabilities Act. Proposed changes include specifying when City Manager approval is needed for euthanizations, making it unlawful to have reptiles that can exceed forty (40) pounds and giving the Animal Welfare Superintendent discretion to extend the redemption period in certain circumstances.

**EXHIBIT:** Ordinance 23-\_\_\_\_\_

**KEY ISSUES:** N/A

**FUNDING SOURCE:** N/A

**STAFF RECOMMENDED COUNCIL ACTION:** Approve Ordinance 23-\_\_\_\_\_, waive the reading of the ordinance and read the title only.



## ORDINANCE NO. 23-\_\_\_\_

AN ORDINANCE PERTAINING TO ANIMALS, AMENDING SECTION 5-1-101, 5-1-104, 5-1-106, 5-1-111, 5-1-118, 5-1-120, ARTICLE 5-1, CHAPTER 5, LAWTON CITY CODE 2015 AND AMENDING SECTION 5-5-501 AND 5-5-508, ARTICLE 5-5, CHAPTER 5, LAWTON CITY CODE 2015, BY DEFINING REDEMPTION PERIOD AND SERVICE ANIMAL; REQUIRING CITY MANGER APPROVAL FOR EUTHANIZATIONS WITHIN THE REDEMPTION PERIOD; CLARIFYING THAT LARGE REPTILES MAY BE UNLAWFUL; ALLOWING FOR REDEMPTION PERIODS TO BE EXTENDED; EXPANDING ON SERVICE ANIMAL ALLOWANCES; CORRECTING GRAMMATICAL ERRORS; RENUMBERING AS NEEDED; PROVIDING FOR SEVERABILITY AND ESTABLISHING AN EFFECTIVE DATE.

### ORDINANCE

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

**Section 1.** Section 5-1-101 is hereby amended to read as follows:

5-1-101 Definitions.

A. As used in this chapter, the following terms shall have the meanings respectively ascribed to them in this section:

\*\*\*

23. "Health Certificate" means a document provided by a licensed veterinarian attesting to the health of the specific dog or cat and will include a description of the animal, its age, sex, breed, and if the animal is of sufficient age, a record of any vaccinations for canine distemper, adenovirus ~~parainfluenza~~, ~~parainfluenza~~-parvovirus, coronavirus, and leptospirosis, ~~leptospirosis~~, and for cats, feline rhinotracheitis, and panleukopenia. ~~panleucopenia~~.

\*\*\*

41. "Redemption Period" means a seventy -two (72) hour period, exclusive of Sundays, Mondays and city holidays.

~~42.~~41. "Restraint" means an animal is controlled by leash or tether either of which shall not exceed six (6) feet in length, by a competent person. Vehicle restraints used to secure an animal in the back of a truck or trailer shall be a device designed specifically for this purpose, which secures the animal in the center of the back of the truck or trailer bed preventing the animal from jumping or falling out;

~~43.~~42. "Run" means an area used to confine an animal that is no less than one hundred (100) square feet and is at least five (5) feet in width; the area will be designed to be escape proof, must contain proper shelter, food and water, and a cover to provide protection from the weather. Multiple animals may be housed in this area as follows: three (3) small dogs under ten



(10) pounds each, two (2) medium dogs under twenty-five (25) pounds each or one (1) dog over twenty-five (25) pounds. This definition does not apply to confinement of a dangerous dog.

~~44.~~43. "Sanitary" means any condition of good odor and cleanliness, which precludes the probability of disease transmission and insect breeding, and which preserves the health of the city;

45. "Service Animal" means a dog or miniature horse that has been individually trained to do work or perform tasks for the benefit of an individual with a disability, including a physical, sensory, psychiatric, intellectual, or other mental disability. The Americans with Disabilities Act (ADA) rules that other animals, whether wild or domestic, do not qualify as service animals. Dogs that are not trained to perform tasks that mitigate the effects of a disability, including dogs that are purely for emotional support, are not service animals.

~~46.~~44. "Severe injury" means any physical injury that reasonably results in hospitalization or medical treatment.

~~47.~~45. "Small animals" means rabbits, hares, chinchillas, turkeys, fowl, pigeons, (except homing pigeons) miniature pigs, as further defined herein, for household pets, or any other animal of similar size or stature; for the purpose of this definition, miniature pig has a maximum weight of one hundred twenty-five (125) pounds and a maximum height of twenty-two (22) inches as established by the American Miniature Pig Association (AMPA);

~~48.~~46. "Spay" means to remove the ovaries of a female dog or cat in order to render the animal unable to reproduce;

~~49.~~47. "Special handler's license" authorizes the license holder to have four (4) or more but less than eight (8) dogs or cats or a combination thereof where such dogs or cats or combination thereof are sheltered, fed and watered in or on the premises, property or residence of the person who has such a license;

~~50.~~48. "Transfer" means to convey or change the ownership of an animal from one (1) person to another with or without the exchange of money or other consideration;

~~51.~~49. "Trap-neuter-return/TNR" means a nonlethal approach to feral cat population control where feral cats are humanely trapped, sterilized and vaccinated, eartipped, and then returned to the location where they were originally trapped;

~~52.~~50. "Unaltered" means any cat or dog over the age of six (6) months which has not been neutered or spayed.

~~53.~~51. "Vaccination" means an injection administered by a licensed veterinarian using a United States Department of Agriculture approved rabies vaccine administered at the proper time interval(s) for the age of the animal as prescribed by the manufacturer of the vaccine administered.

B. All other words or phrases used herein shall be defined and interpreted according to their common usage.

**Section 2.** Section 5-1-104 is hereby amended to read as follows:



#### 5-1-104-Diseased animals-Injured or sick animals.

A. Every person owning or having any animal under his charge within the city which he knows or suspects to be sick or injured, shall isolate the animal from other animals and shall obtain treatment for such animal by a licensed veterinarian within twenty-four (24) hours.

B. Any animal which comes into possession of the city at the animal shelter which is injured or sick may be humanely euthanized by the animal shelter personnel with City Manager, or their designee, approval in writing without waiting for the seventy-two (72) hour redemption period in which such animal may be reclaimed by its owner. If time and conditions permit, the animal shelter personnel will attempt to contact the owner, if known, to determine if the owner is interested in redemption. If the owner indicates that the animal will be redeemed but fails to redeem the animal within twenty-four (24) hours of such notification, the sick or injured animal may be euthanized by animal shelter personnel. The animal welfare division shall keep a record of such animal, to include breed and sex of the animal, when the animal came into possession of the city, the type of injury or sickness of such animal, the date the animal was destroyed, and any other information relevant to the health, condition and description of such animal.

**Section 3.** Section 5-1-106 is hereby amended to read as follows:

#### 5-1-106 Breeding/Advertising/Transfer (BAT) Permit.

Owners who wish to breed their dog or cat and meet the requirements of the Breeding/Advertising/ Transfer (BAT) permit as outlined in part C of this section may apply for such permit through the animal welfare division. The holder of a BAT permit is authorized to breed, sell, trade, advertise, receive for any compensation, give away or transfer ownership of no more than one (1) litter per licensed animal, per household, per year.

\*\*\*

#### C. Breeding/Advertising/Transfer (BAT) permit requirements:

1. Each adult dog or cat must be currently registered with a "B" license, with the exception of persons applying for a BAT permit who live outside the city limits of Lawton.
2. Applicant shall furnish the city with a copy of the current rabies vaccination certificate issued by a licensed veterinarian for said dog or cat.
3. Applicant shall furnish the city with a copy of a health certificate issued by a licensed veterinarian attesting to the good health of each dog or cat, with the document no older than one year of the application date.
4. Applicant shall also furnish the city with the following information:
  - a. Owners' name
  - b. Address
  - c. Phone number
  - d. Date of birth
  - e. Social security number



f. Picture I.D.

D. Dogs and cats; Advertising requirements. No person within the City limits shall publish or advertise to City of Lawton residents the availability of any cat or dog unless the publication or advertisement includes: the animal's "B" license number and the BAT permit number, provided, however that nothing in this chapter shall prohibit licensed breeders from advertising in national publications for sale of a planned litter or litters. The BAT permit number must be displayed at all times during the duration of any advertising of said animal(s). The BAT permit number must be included in all advertisements, to include but not limited to flyers, newspaper announcements, and clearly posted in all pet stores on the holding pen of said animal(s).

E. The BAT permit shall be obtained at the animal welfare division for a fee as outlined in the fee schedule and shall be issued or renewed only if the city determines that all conditions have been met. All applications for a BAT permit are subject to an inspection by an animal welfare officer prior to issuance of the permit.

F. The owner shall furnish copies ~~a copy~~ of the BAT permit number, ~~and a copy of the health certificate,~~ and a vaccination record to each buyer or new owner of an animal at time of sale, transfer, trade, or other compensation or free giveaway as required, as proof and assurance that the animal was legally bred and is of good health. The immunization of all dogs and cats, puppies and kittens is required prior to the advertisement, sale, transfer, trade or other compensation or free giveaway of the animal. Dogs and puppies will be immunized against canine distemper, adeno-virus parainfluenza, ~~parainfluenza~~, parvovirus, coronavirus and leptospirosis, ~~leptospirosis~~. Cats and kittens will be immunized against feline rhinotracheitis, and panleukopenia ~~panleucopenia~~.

\*\*\*

**Section 4.** Section 5-1-111 is hereby amended to read as follows:

**5-1-111 Keeping of wild or exotic animals.**

A. For the purpose of this section, a wild or exotic animal means an animal which is usually not a domestic animal and which can normally be found in the wild state, or which has not been deemed by the Oklahoma State Department of Health to have an established rabies quarantine period, including, but not limited to, lions, tigers, leopards, panthers, wolves, foxes, lynxes, or any hybrid of like animals, alligators, crocodiles, apes, foxes, elephants, rhinoceroses, bears, all forms of poisonous snakes, lynxes, raccoons, skunks, monkeys, prairie dogs, bats, and like animals.

B. It is unlawful to keep or harbor any wild or exotic animal in the city limits as a pet or for display or for exhibition purposes, whether gratuitously or for a fee, except as provided in this section, and as may be licensed by the state wildlife department pertaining to wildlife rehabilitators.

C. It is unlawful to keep, harbor or possess large reptiles, such as snakes or lizards that are capable of exceeding forty (40) pounds at an adult age on any lot, premises or in any structure.



~~D.C.~~ This section shall not apply to zoological parks or zoos, performing animal exhibitions, circuses, educational or medical institutions.

**Section 5.** 5-1-117 is hereby amended to read as follows:

**5-1-117 Impoundment -Records-Disposition of animals-Adoption – Licensing of dogs and cats.**

A. Any dog or cat or other small animal found running at large may be impounded in the animal shelter. Any animal not redeemed by the owner or keeper before the expiration of seventy-two (72) hours, exclusive of Sundays, Mondays and city holidays, shall become the property of the city and may be disposed of at the discretion of the city.

B. The animal welfare officer, upon receiving any animal for impoundment, shall record or cause to be recorded the description, breed, color and sex of the animal and whether or not it is licensed, and the date and time of impoundment. If the animal is licensed or if the owner or keeper is known, the officer shall enter the name and address of the owner or keeper, or the city license, or rabies tag number as may be shown on the impoundment records. If the owner or keeper is known or can be determined from city records or identification attached to the animal, the animal welfare division will attempt to telephone the owner or keeper, or post written notice at the address shown on city records to be that of the owner or keeper, to notify the owner or keeper that unless redeemed in accordance with this code within seventy-two (72) hours after impoundment, Sundays, Mondays and city holidays excluded, the animal will be destroyed or otherwise disposed of at the discretion of the city. Attempts to contact the owner or keeper will be recorded on the reverse of the impoundment record.

C. At the end of the redemption period prescribed in this section, animals that have not been redeemed by the owner or keeper thereof may be destroyed, adopted or otherwise disposed of at the discretion of the city. Should it be determined that the owner of the impounded animal is experiencing a situation that prohibits reclaiming the animal within the specified redemption period, the redemption period may be extended at the discretion of the Animal Welfare Superintendent. If in the judgment of the animal welfare personnel an animal has been well maintained, the animal may be retained for an additional seventy-two (72) hours for the purpose of adoption or transferred to an animal adoption agency or National Breed Rescue Organization.

D. Before any dog or cat is released for adoption from the city's animal shelter, such dog or cat shall be issued a license as provided for in this chapter, if such dog or cat has not previously been licensed.

E. No animal may be adopted from the animal shelter by any employee of the shelter for any reason, nor may any employee of the shelter adopt, give away or sell any animal from the shelter except in accordance with the provisions of this chapter.

F. There is hereby established a grace period of seven (7) days beginning on the day of adoption and ending at the close of business on the seventh day thereafter, during which period an animal adopted from the city's animal shelter may be returned to the animal shelter for a refund of the adoption fee, spay/neuter deposit, vaccination deposit and license fee or, at the option of the adopting party, a replacement animal, conditioned solely upon the presentation of written certification of a licensed veterinarian that the adopted animal is in poor health.



\*\*\*

**Section 6.** Section 5-1-118 is hereby amended to read as follows:

Section 5-1-118 Redemption of impounded animals – Licensing of dogs and cats.

A. Except as hereinafter provided, a licensed and vaccinated animal impounded under the provisions of this chapter may be redeemed by the owner or keeper upon payment of the impoundment fee as provided in the fee schedule and the animal shelter boarding fee. The owner or keeper has seventy-two (72) hours after impoundment, Sundays, Mondays and city holidays excluded, to redeem the animal. If the owner or keeper has not made arrangements to redeem the animal within this period, the animal becomes the property of the city and may be disposed of at the discretion of the city. Should it be determined that the owner of the impounded animal is experiencing a situation that prohibits reclaiming the animal within the specified redemption period, the redemption period may be extended at the discretion of the Animal Welfare Superintendent.

B. No animal impounded due to abandonment or public nuisance or in order to protect the health or safety of the animal shall be eligible for redemption by the owner unless the owner demonstrates to the satisfaction of the animal welfare division that another party was responsible for the conditions leading to impoundment or that the conditions leading to impoundment have been corrected and upon payment of the impoundment fee as provided in the fee schedule and the animal shelter boarding fee.

C. No unlicensed dog or cat may be released from impoundment to its owner or keeper until such dog or cat is issued a license, as provided in this chapter, and after payment of the fee as provided in the fee schedule.

D. No unvaccinated animal may be released from impoundment unless payment of the fee as provided in the fee schedule has been made and the owner or keeper signs an agreement to have the animal vaccinated against rabies within two (2) weeks of release, or from the time the animal reaches the age of six (6) months, by a licensed veterinarian and return documented proof of such to the animal welfare division on or before the contract compliance date. Failure to comply with the agreement shall be unlawful, and may result in the issuance of a citation for violation of the provisions of this chapter. The owner or keeper shall also be required to deposit funds with the animal shelter to ensure the animal is vaccinated. The amount of the deposit shall be set in the fee schedule, and will be refunded to the owner upon presentation of the documented proof on or before the contract compliance date.

E. The owner or keeper of an unaltered dog or cat impounded under the provisions of this chapter may redeem their pet upon payment of the required fees as provided in the fee schedule. The owner or keeper shall also be required to deposit funds with the animal shelter in an amount equal to the sterilization deposit as established in the fee schedule. The deposit will be refunded to the owner upon presentation of a written statement signed by a licensed veterinarian that the animal has been neutered or spayed. The statement must be presented within fourteen (14) days from the redemption date in order to receive the refund. If the dog or cat has been impounded for a third time within a twenty-four (24) month period, the animal may not be released from the animal shelter unless the owner or keeper signs an agreement, in addition to making the deposit, to have the animal neutered or spayed within two (2) weeks of release. If the animal is less than six (6) months old at the time of redemption, the statement must be presented within fourteen



(14) days from the date the animal attains the age of six (6) months. Failure to comply with the agreement shall be unlawful, and may result in the issuance of a citation for violation of the provisions of the chapter.

F. Upon presentation of a written report from a licensed veterinarian stating that the life or health of an unaltered dog or cat may be jeopardized by surgery, the animal welfare superintendent shall grant a thirty (30) day extension of the period within which the spay or neuter surgery would otherwise be required. Further extensions may be granted upon additional veterinary reports stating the necessity for such extensions.

G. The vaccination and sterilization deposits required above will be retained by the city, and a refund of the deposits will be made upon presentation of a written statement signed by a licensed veterinarian that the animal has been vaccinated and/or neutered or spayed. If the animal has not been vaccinated and/or altered within the time specified in the release agreement, the deposits will be forfeited to the city. Deposits forfeited to the city shall be placed in a separate account, which shall be an interest-bearing account if feasible, and such forfeited funds shall be used for promoting programs which educate the public on the need for vaccinating and altering animals, and responsible pet ownership.

H. In addition to forfeited vaccination and sterilization deposits, twenty-five percent (25%) of all impoundment and boarding fees required to be paid to redeem impounded animals shall be deposited into the same account established in the preceding paragraph to promote the same programs.

**Section 7.** Section 5-1-120 is hereby amended to read as follows:

Section 5-1-120 Keeping of Animals; Mistreatment; Service Dogs.

\*\*\*

I. No person shall willfully harm, including torture, torment, beat, mutilate, injure, disable, or otherwise mistreat or kill a service dog or any other service animal that is used for the benefit of an individual with a disability. ~~any handicapped person.~~

J. No person shall willfully interfere with the lawful performance of any service dog used for the benefit of any ~~handicapped~~ disabled person.

K. No person shall encourage, permit, or allow a dog owned or kept by such person to fight, injure, disable or kill a service dog used for the benefit of any ~~handicapped~~ disabled person, or to interfere with a service dog in any place where the service dog resides or is performing. For purposes of this subsection, when a person informs the owner or keeper of a dog that the dog is a threat and requests the owner or keeper to control or contain the dog and the owner or keeper disregards the request, the owner or keeper shall be deemed to have encouraged, permitted or allowed any resulting injury to or interference with a service dog.

L. Service animals shall be allowed to accompany individuals with disabilities in areas where the public is allowed to go. A service animal must be under the control of its handler. When it is not obvious what service an animal provides, only limited inquiries are allowed. One may



inquire if the service animal is required due to a disability and ask what specific task the animal is trained to perform. Providing comfort and/or emotional support does not qualify as performing a specific task under the Americans with Disabilities Act (ADA).

**Section 8.** Section 5-5-501 is hereby amended to read as follows:

Section 5-5-501 License for dogs and cats.

A. Except as specifically provided for herein, it shall be unlawful for any person to own, possess, keep or have under his control more than a total of three (3) dogs or cats, including any combination thereof, over six (6) months of age. The owner of every dog or cat shall, obtain a license for each such animal from the Animal Welfare Division.

1. An "A" license will be issued for a dog or cat that has been spayed or neutered, provided the owner or keeper presents a rabies vaccination certificate issued by a licensed veterinarian indicating a valid current rabies vaccination, a certification that the animal has been altered, and upon the payment of required license fees as provided in the fee schedule, and any additional information deemed necessary by the Animal Welfare Division at the time of registration.

The "A" license will be valid for the term of the animal's current rabies vaccination certificate at the time of application. An "A" license may be renewed by the owner through Animal Welfare Division consistent with the term of the most recently issued rabies vaccination certificate. A renewal fee will apply for an "A" license if the animal's rabies vaccination certificate expired prior to seeking renewal.

2. An annual "B" license will be issued for a dog or cat that is intact (has not been spayed or neutered), provided the owner or keeper presents a rabies vaccination certificate issued by a licensed veterinarian indicating a valid current rabies vaccination, and upon payment of required license fees as provided in the fee schedule, and any additional information deemed necessary by the Animal Welfare Division at the time of registration.

The "B" license will be valid for one (1) year or the term of the animal's rabies vaccination certificate if less than one (1) year, at which time the owner or keeper must renew the "B" license and provide proof of current rabies vaccination for the one (1) year renewal term, and upon payment of renewal fees as specified in the fee schedule.

All currently valid "B" licenses issued prior to April 10, 2007 will be exempt from the renewal fees only, provided the "B" license remains valid by timely renewal. Should the owner or keeper allow the "B" license to expire, the owner or keeper will be subject to any and all fees and renewal fees associated with a "B" license thereafter.

\*\*\*

**Section 9.** Section 5-5-508 is hereby amended to read as follows:

Section 5-5-508 Use of revenues collected from fees and animal related citations.



A. The revenues collected for the licensing of dogs and cats, administrative costs and adoptions shall be specifically expended for the physical improvements to the facilities of the city's animal welfare division, for the cost of administration and enforcement of this chapter, and costs associated with public education programs and activities (Fund 42).

B. The revenues collected as fees for the breeding, advertising and transfer (BAT) of unaltered animals, trapping, impoundment, boarding and redemption of animals shall be used for general municipal purposes of the city and to provide refunds to adopting parties upon prior presentation of written certification by a licensed veterinarian that an adopted animal is in poor health or in the case of "No Questions Asked Returns" as outlined in Section 5-117 of this code (Fund 18).

C. One-Hundred percent (100%) of all revenues collected from citations issued under the provisions of Sections 5-~~15~~-105, 5-~~15~~-106, and 5-~~15~~-112 shall be deposited into the same account established in subsection A of this section and shall be specifically expended for the physical improvements to the facilities of the city's animal welfare division, for the cost of administration and enforcement of this chapter, and costs associated with public education programs and activities.

**Section 10.** Severability. If any section, subsection, sentence, clause, phrase or portion of this ordinance is for any reason held invalid or unconstitutional by any court or competent jurisdiction, said portion shall be deemed a separate, distinct and independent provision and such holding shall not affect the validity of the remaining portion of this ordinance.

**Section 11.** Effective Date. The provisions of this ordinance shall become effective thirty (30) days after the date of passage of the ordinance.

ADOPTED and APPROVED by the Council of the City of Lawton, Oklahoma this \_\_\_\_day of \_\_\_\_\_, 2023.

---

STANLEY BOOKER, MAYOR

ATTEST:

---

DONALYNN BLAZEK-SCHERLER, CITY CLERK



APPROVED as to form and legality this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

---

TIMOTHY WILSON, ACTING CITY ATTORNEY



**ORDINANCE NO. 23-\_\_\_\_**

AN ORDINANCE PERTAINING TO ANIMALS, AMENDING SECTION 5-1-101, 5-1-104, 5-1-106, 5-1-111, 5-1-118, 5-1-120, ARTICLE 5-1, CHAPTER 5, LAWTON CITY CODE 2015 AND AMENDING SECTION 5-5-501 AND 5-5-508, ARTICLE 5-5, CHAPTER 5, LAWTON CITY CODE 2015, BY DEFINING REDEMPTION PERIOD AND SERVICE ANIMAL; REQUIRING CITY MANGER APPROVAL FOR EUTHANIZATIONS WITHIN THE REDEMPTION PERIOD; CLARIFYING THAT LARGE REPTILES MAY BE UNLAWFUL; ALLOWING FOR REDEMPTION PERIODS TO BE EXTENDED; EXPANDING ON SERVICE ANIMAL ALLOWANCES; CORRECTING GRAMMATICAL ERRORS; RENUMBERING AS NEEDED; PROVIDING FOR SEVERABILITY AND ESTABLISHING AN EFFECTIVE DATE.

**BRIEF GIST**

This ordinance defines redemption period and service animal. It specifies service animals may be allowed to accompany individuals with a disability where the general public is allowed to go; requires City Manager approver for euthanizations occurring within redemption periods; establishes that reptiles capable of exceeding 40 (forty) pounds may be unlawful; allows redemption periods to be extended at the discretion of the Animal Welfare Superintendent; corrects grammatical errors and renumbers as needed.

**ADOPTED and APPROVED** by the Council of the City of Lawton, Oklahoma this \_\_\_\_ day of\_\_\_\_\_, 2023.

\_\_\_\_\_  
STANLEY BOOKER, MAYOR

ATTEST:

\_\_\_\_\_  
DONALYNN BLAZEK-SCHERLER, CITY CLERK

(Published in the Lawton Constitution this \_\_\_\_ day of \_\_\_\_\_, 2023.)





# City of Lawton

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

## Commentary

---

**File #:** 23-1037

**Agenda Date:** 11/14/2023

**Agenda No:** 16.

---

**ITEM TITLE:**

Consider approving an ordinance pertaining to Animals, amending Section 5-1-120, Article 5-1, Chapter 5, Lawton City Code 2015, by establishing that dogs are not to be left outdoors and unattended for a period exceeding one-half hour when the temperature is below 32 degrees Fahrenheit, providing for severability, establishing an effective date, and allowing for floor amendments.

**INITIATOR:** Councilperson Warren

**STAFF INFORMATION SOURCE:** Councilperson Warren

**BACKGROUND:** This proposed ordinance is similar to that passed by Oklahoma City in recent years. The proposed ordinance establishes that dogs are not to be left outdoors and unattended for a period exceeding one-half hour when the temperature is below 32 degrees Fahrenheit in Lawton, Oklahoma. Furthermore, it states a dog will be considered "outdoors" regardless of access to an outdoor shelter, unless the shelter has an independent source of heat.

**EXHIBIT:** Ordinance 23-\_\_\_\_\_

**KEY ISSUES:** N/A

**FUNDING SOURCE:** N/A

**STAFF RECOMMENDED COUNCIL ACTION:** Approve Ordinance 23-\_\_\_\_\_, waive the reading of the ordinance and read the title only.



ORDINANCE NO. 23-\_\_

AN ORDINANCE PERTAINING TO ANIMALS, SECTION 5-1-120, ARTICLE 5-1, CHAPTER 5, LAWTON CITY CODE 2015, BY ESTABLISHING THAT DOGS ARE NOT TO BE LEFT OUTDOORS AND UNATTENDED FOR A PERIOD EXCEEDING ONE-HALF HOUR WHEN THE TEMPERATURE IS BELOW 32 DEGREES FARENHEIT, PROVIDING FOR SEVERABILITY AND ESTABLISHING AN EFFECTIVE DATE.

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

**Section 1. Section 5-1-120 is hereby amended to read as follows:**

5-1-120 – Keeping of Animals; Mistreatment; Service Dogs.

A. Dogs, cats and other small animals kept as house pets within the city limits shall be housed, fed and protected from the weather in such a manner as not to create a nuisance.

B. No person shall willfully or maliciously:

1. Torture, cruelly beat or treat, injure, maim, mutilate or unjustly destroy or kill any animal belonging to himself or to another;
2. Deprive any animal of food, drink or shelter;.
3. Confine an animal in any structure or vehicle under circumstances that place the animal in such conditions as may endanger the health or well-being of the animal, including but not limited to dangerous or extreme temperatures, lack of ventilation, strangulation, or lack of food or water.
4. Restrain an animal in the back of a truck or trailer bed without a vehicle restraint designed specifically for the purpose of safely securing the animal in the middle of the back of a truck or trailer bed.
5. Unjustly administer any poison or noxious drug or substance to any animal;
6. Unjustly expose any drug or substance with the intent that the same shall be taken by an animal, whether such animal be the property of that owner, keeper or another person; or
7. Cause any other person to do any of the above acts.
8. Attach any object around the neck or shoulder of any dog other than a leash or collar.
9. Abandon or cause to be abandoned any animal.

C. If an animal is found by the animal welfare officer to be in one of the above-described conditions, the officer may issue a citation to the offender or shall issue a notice to the offender warning him that if the animal's condition is not improved a citation will be issued. If the animal welfare officer determines that an animal's life is in immediate danger or has been



abandoned, or an animal is dead, the animal welfare officer may enter upon the premises of the owner, keeper or other private premises or into a locked or unlocked vehicle and take such animal into custody once it has been established that the owner or occupant of the premises or vehicle is not present or cannot be located. If the animal welfare officer determines that an animal's life is in immediate danger or it has been abandoned or is dead, and the animal is in a locked residence or other structure and the owner is not present, the animal welfare officer may, upon a showing of such circumstances, obtain an order from the municipal court authorizing entry into said residence or structure for the limited purpose of rescuing and seizing the animal. The animal welfare officer will leave a notice for the owner or keeper advising why the animal was seized and where the animal was taken. Seizure of an animal will be accompanied by issuance of a citation(s) when there is probable cause to believe the seizure of the animal was necessary as a result of commission of an offense. Any expenses and property damage associated with city personnel rescuing an animal from a vehicle, residence or other structure shall be the responsibility of the person creating the conditions requiring rescue or seizure of the animal.

D. Owners and keepers of dogs, cats, and other small animals shall provide food, shelter, and medical attention to such animals, including, but not limited to, the following:

1. Sufficient wholesome food that is nutritious for the species;
2. Fresh, potable drinking water;
3. Medical attention to relieve such animals from suffering;
4. Provide shade from the sun; and
5. Shelter to allow the animal to remain dry and protected from the elements. Such shelter shall be fully enclosed on three sides, roofed, and have a solid floor. The entrance to the shelter shall be flexible to allow the animal's entry and exit, and sturdy enough to block entry of wind or rain. The shelter shall be small enough to retain the animal's body heat and large enough to allow the animal to stand and turn comfortably. The enclosure shall be structurally sound and in good repair. The shelter provisions will apply in situations where animals are left outdoors longer than two (2) hours per day.

However, when the temperature is below 32 degrees Fahrenheit in Lawton, Oklahoma, no dog shall be outdoors and unattended for a period of one-half hour or longer. A dog will be considered "outdoors" regardless of access to an outdoor shelter, unless the shelter has an independent source of heat that is safe for use in outdoor shelters and does not pose a danger to the animal.

E. In addition to the forgoing provisions of this section, it shall be unlawful for any person to willfully or maliciously torture, destroy or kill, or cruelly beat or injure, maim or mutilate any animal in subjugation or captivity, whether wild or tame, and whether belonging to himself or to another, or deprive any such animal of necessary food, drink, shelter, or veterinary care to prevent suffering; or to cause, procure or permit any such animal to be so tortured, destroyed or killed, or cruelly beaten or injured, maimed or mutilated, or deprived of necessary food,



drink, shelter, or veterinary care to prevent suffering; or willfully set on foot, instigate, engage in, or in any way further any act of cruelty to any animal, or any act tending to produce such cruelty. Any peace officer or animal welfare officer finding an animal so maltreated or abused shall cause the same to be taken care of, and the charges therefore shall be a lien upon such animal, to be collected thereon as upon a pledge or a lien.

F. No person shall, at any time, fasten, chain, or tie any dog or cause such dog to be fastened, chained or tied while such dog is on the dog owner's or keeper's property or on the property of the dog owner's or keeper's landlord, unless authorized by an animal welfare officer or the animal welfare supervisor.

G. No person shall permit a dog owned by such person or under the custody of such person to be off that person's property or leased premises unless such dog is restrained by a leash. Such leash shall be used to control the dog or to prevent the dog from running at large.

H. Any owner, keeper or property owner allowing tenants to have dogs on their premises, must provide an adequate enclosed space for exercise based on a dimension of at least one hundred (100) square feet. Provided, further that where dogs are kept or housed on property without a fenced yard, the owner, keeper or property owner shall provide an enclosure or run for such dogs meeting the one hundred (100) square feet dimension. Such enclosure shall be constructed of chain link or similar type materials with all four sides enclosed. The enclosure shall be of sufficient height to prevent the dog from escaping from such enclosure. The top of such enclosure shall be covered with materials to provide the dog with shade and protection from the elements.

I. No person shall willfully harm, including torture, torment, beat, mutilate, injure, disable, or otherwise mistreat or kill a service dog or any other service animal that is used for the benefit of any handicapped person.

J. No person shall willfully interfere with the lawful performance of any service dog used for the benefit of any handicapped person.

K. No person shall encourage, permit, or allow a dog owned or kept by such person to fight, injure, disable or kill a service dog used for the benefit of any handicapped person, or to interfere with a service dog in any place where the service dog resides or is performing. For purposes of this subsection, when a person informs the owner or keeper of a dog that the dog is a threat and requests the owner or keeper to control or contain the dog and the owner or keeper disregards the request, the owner or keeper shall be deemed to have encouraged, permitted or allowed any resulting injury to or interference with a service dog.

**Section 2. Severability Clause.** If any section, sentence, clause, phrase, or portion of this ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, said portion shall be deemed a separate, distinct, and independent provision and such holding shall not affect the validity of the remaining portion of this ordinance.



**Section 3. Effective Date:** The provisions of this ordinance shall become effective thirty (30) days after the date of the ordinance's passage.

**ADOPTED and APPROVED** by the Council of the City of Lawton, Oklahoma this \_\_\_\_ day of \_\_\_\_\_, 2023.

\_\_\_\_\_  
STANLEY BOOKER, MAYOR

ATTEST:

\_\_\_\_\_  
DONALYN BLAZEK-SCHERLER, CITY CLERK

APPROVED as to form and legality this \_\_\_\_ day of \_\_\_\_\_, 2023.

\_\_\_\_\_  
TIMOTHY WILSON, ACTING CITY ATTORNEY



**ORDINANCE NO. 23-\_\_**

AN ORDINANCE PERTAINING TO ANIMALS, SECTION 5-1-120, ARTICLE 5-1, CHAPTER 5, LAWTON CITY CODE 2015, BY ESTABLISHING THAT DOGS ARE NOT TO BE LEFT OUTDOORS AND UNATTENDED FOR A PERIOD EXCEEDING ONE-HALF HOUR WHEN THE TEMPERATURE IS BELOW 32 DEGREES FARENHEIT, PROVIDING FOR SEVERABILITY AND ESTABLISHING AN EFFECTIVE DATE.

**BRIEF GIST**

This ordinance establishes that dogs are not to be left outdoors and unattended for a period exceeding one-half hour when the temperature is below 32 degrees Fahrenheit in Lawton, Oklahoma.

**ADOPTED and APPROVED** by the Council of the City of Lawton, Oklahoma this \_\_\_\_ day of \_\_\_\_\_, 2023.

\_\_\_\_\_  
STANLEY BOOKER, MAYOR

ATTEST:

\_\_\_\_\_  
DONALYNN BLAZEK-SCHERLER, CITY CLERK

(Published in the Lawton Constitution this \_\_\_\_ day of \_\_\_\_\_, 2023.)





# City of Lawton

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

## Commentary

---

**File #:** 23-1018

**Agenda Date:** 11/14/2023

**Agenda No:** 17.

---

**ITEM TITLE:**

Receive a detailed report on how the \$3 million added to the Streets materials account in the 23/24 budget has been spent and/or obligated thus far and give any direction deemed necessary.

**INITIATOR:** Mayor Stan Booker and Councilman George Gill

**STAFF INFORMATION SOURCE:** Cliff Haggenmiller, Streets

**BACKGROUND:** The purpose of this agenda item is to provide the members of the City Council with a comprehensive report on the allocation and utilization of the \$3 million that was added to the Streets Materials Account in the 23/24 budget. This report aims to ensure transparency, accountability, and informed decision-making regarding the funds earmarked for street-related materials and infrastructure projects.

**EXHIBIT:** None.

**KEY ISSUES:** N/A

**FUNDING SOURCE:** Streets materials account

**STAFF RECOMMENDED COUNCIL ACTION:** Receive a detailed report on how the \$3 million added to the Streets materials account in the 23/24 budget has been spent and/or obligated thus far and give any direction deemed necessary.





# City of Lawton

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

## Commentary

---

**File #:** 23-1017

**Agenda Date:** 11/14/2023

**Agenda No:** 18.

---

**ITEM TITLE:**

Consider directing staff to initiate Request for Proposals for the operation and management of the Lake Lawtonka School House Slough convenient store to include the fuel pumps.

**INITIATOR:** Deputy City Manager Dewayne Burk

**STAFF INFORMATION SOURCE:** Parks & Recreation Director Larry Parks

**BACKGROUND:** The City is pursuing a more focused approach by issuing an RFP that will specifically address the management of the Schoolhouse Slough convenience store, including the fuel pumps. The new RFP will allow for a more focused and competitive process, encouraging interested parties to submit proposals that specifically address this aspect of the property.

**EXHIBIT:** RFP for Operation and Management of School House Slough Convenient Store

**KEY ISSUES:** Does the Council wish to seek proposals for the operation and management of School House Slough Convenient Store to include the fuel pumps.

**FUNDING SOURCE:** N/A

**STAFF RECOMMENDED COUNCIL ACTION:** Direct staff to initiate Request for Proposals for the operation and management of the Lake Lawtonka School House Slough convenient store to include the fuel pumps





---

## Parks & Recreation Department

1405 SW 11<sup>th</sup> Street  
Lawton, OK 73501  
(580) 581-3400  
[www.lawtonok.gov](http://www.lawtonok.gov)

*Subject: Request for Proposals (RFP) for the Management and Operation of Schoolhouse Slough Convenient Store to include the fuel pumps located at southeast end of Lake Lawtonka (195 Slough House Road, Lawton, OK 73507)*

Gentleman/Ladies

The City of Lawton is seeking proposals from qualified businesses. The City of Lawton desires to lease out the management and operation of the convenient store located at Schoolhouse Slough. The store is comprised of the convenient/general store and fuel pumps. The management and operation of said property would be limited to the operations associated with the convenient/general store and fuel pumps. Five (5) years of experience specializing in the management and operation of convenient/general stores is preferred but not required. Along with their proposal, businesses must submit a business resume outlining their qualifications, minimum of a five-year business plan, and any current certificates and/or licenses that may be applicable. Business plans needs to include any work necessary to bring the facilities up to current Federal/State/local code. There is not a required pre-proposal meeting, but access may be granted to the property upon request to the City of Lawton Lakes Division. You may contact the Lakes Division at 580-529-2663 between 7:00am - 3:30pm, Monday through Friday.

**Proposal must be addressed to:**

City of Lawton  
City Clerk's Office  
212 SW 9<sup>th</sup> Street  
Lawton, OK 73501

Reference on the exterior of the sealed envelope: "Management and Operations of Schoolhouse Slough Convenient Store to include the fuel pumps located at Lake Lawtonka."

Proposals will be received at the address above until January 15, 2024 at 2:00pm. Late proposals will not be considered.

Sincerely,

Larry Parks  
Parks and Recreation Director

Providing efficient, effective, and responsive service. Promoting a quality of life based on harmony and cooperation.  
Creating leadership and opportunity for southwest Oklahoma.



# Bid Form

## Management and Operation of Schoolhouse Slough Convenient Store to include the fuel pumps located at Lake Lawtonka

City of Lawton  
Finance Department  
212 SW 9<sup>th</sup> Street  
Lawton, OK 73501

Proposals will be received at the address above until January 15, 2024 at 2:00pm.  
Late proposals will not be considered.

Company Name: \_\_\_\_\_

Company Representative: \_\_\_\_\_

Company Address: \_\_\_\_\_

\_\_\_\_\_

Company Phone: \_\_\_\_\_

Attach proposal, business plan, business resume, and certificates/licenses per RFP





## Commentary

**File #:** 23-1016

**Agenda Date:** 11/14/2023

**Agenda No:** 19.

### ITEM TITLE:

Consider directing staff to bring a resolution to raise the rental rates for full-time campers, trailers, boathouses, dry stalls, and wet stalls located at Lake Lawtonka's recreation areas for calendar year 2024 by an amount not to exceed 25% excluding the five boathouses formerly managed by the School House Slough concessionaire with said rate increases to take effect on January 1, 2024 and direct staff to evaluate the feasibility of a two-tiered fee structure for Lake Lawtonka's recreation areas, differentiating between Lawton residents and non-residents.

**INITIATOR:** Deputy City Manager Dewayne Burk

**STAFF INFORMATION SOURCE:** Deputy City Manager Dewayne Burk, Parks & Recreation Director  
Larry Parks, Lakes Superintendent Jim Bonnarens

**BACKGROUND:** The City of Lawton recently employed a consultant (Halff and Associates) to provide council with a Lake Lawtonka and Lake Ellsworth Recreation Area Master Plan. As part of the master plan, Halff and Associates proposed an increase in rental rates at the Lakes Recreation Areas, including the Schoolhouse Slough area. The plan's recommendations were aimed at maintaining and improving the recreational facilities and services provided in these areas. Because significant improvements are needed to the infrastructure and amenities to make the city's lake recreational areas a more desirable destination, it is important that a revenue mechanism be identified that could assist with said improvements as well as ongoing maintenance.

As a part of staff's analysis, a study was conducted to determine the residence status of Schoolhouse Slough lease holders since they consist of the majority of the full-time occupants located at Lake Lawtonka. This study revealed that 40% of Schoolhouse Slough lease holders (127 out of 313) reside within the City of Lawton, while 60% of the respective lease holders are not Lawton residents. Considering these findings, it is unlikely that the Lawton Residents would be willing to support funding improvements at the lakes when there are other priorities across the city. Based on this information, staff recommends the following actions to the City Council:

1. Begin incrementally raising the rental rates at Lake Lawtonka's recreational areas over a three-year period with an initial increase of approximately 25% for calendar year 2024. This increase is in line with the data provided in the lake's masterplan to gradually achieve a fee that is more reflective of the fair market value.
2. Issue RFPs for the installation of WiFi and to upgrade the waterline infrastructure.
3. Consider earmarking lease revenue generated at the city's lakes for use in improving and maintaining the lake recreational areas.
4. Evaluate the feasibility of a two-tiered fee structure for lake lease holders, differentiating between Lawton residents and non-residents. Providing a discounted rate to the residents of Lawton could help incentivize Lawton's residents to utilize one of their greatest assets for which they own.

On November 8, 2023, staff presented a recommendation to the Lakes and Lands Commission to raise the rental rates for full-time campers, trailers, boathouses, dry stalls, and wet stalls located at Lake Lawtonka's



recreation areas for calendar year 2024 by an amount not to exceed 25% excluding the five boathouses formerly managed by the School House Slough concessionaire. The Lakes and Lands Commission declined to support the increase citing concerns that they wanted some assurance that the revenue generated would be reinvested back into the lakes for improvements. In addition, the Commission also reasserted their desire for Council to create an authority that would be charged with overseeing the management and operation of the recreational use of the city's lakes. Their belief is that the authority would be better suited to address the concerns of the citizens that utilize these areas.

**EXHIBIT:** Half Fee Recommendations, Schoolhouse Slough Proposed Fees, Pricing and Amenities Sheet, Lakes Annual Budget FY 23-24

**KEY ISSUES:** Does the Council wish to raise lease rates at the Lake Lawtonka's recreation areas.

**FUNDING SOURCE:** N/A

**STAFF RECOMMENDED COUNCIL ACTION:** Direct staff to bring a resolution to raise the rental rates for full-time campers, trailers, boathouses, dry stalls, and wet stalls located at Lake Lawtonka's recreation areas for calendar year 2024 by an amount not to exceed 25% excluding the five boathouses formerly managed by the School House Slough concessionaire with said rate increases to take effect on January 1, 2024 and direct staff to evaluate the feasibility of a two-tiered fee structure for Lake Lawtonka's recreation areas, differentiating between Lawton residents and non-residents.





# FEE SCHEDULE RECOMMENDATIONS

## IMMEDIATE

### DAY USE

- Daily Entry \$10

### OVERNIGHT CAMPING

- RV Preferred sites \$30/\$25 off-season
- RV Non-preferred sites \$25/\$20 off-season
- Tent Primitive \$15

### LEASES

- RV \$2,800 min
- House Boat \$2,800 min
- Agricultural Based on Annual Market Adjustments

## FUTURE

### DAY USE

- Daily Entry \$10

### CABINS

- \$160/\$130 off-season

### OVERNIGHT CAMPING

- RV Preferred sites \$35/\$30 off-season
- RV Non-preferred sites \$25/\$20 off-season
- Tent \$15
- Tent Primitive \$10

### LEASES

- RV \$4,200 min
- House Boat \$3,500 min
- Agricultural Based on Annual Market Adjustments







# COMPARABLE FACILITIES

Facility	Body of Water	RVs		Tent Pads		Cabins		Notable Amenities
		Spaces	Price	Spaces	Price	Units	Price	
Belle Starr Park	Lake Eufaula	111	\$19-- \$22	-	-	-	-	Large group sites
Gone Fishing RV Resort	Lake Texoma	33	\$32-- \$42	-	-	-	-	None
Red River Retreat & RV	Lake Texoma	9	\$35-- \$50	-	-	9	\$99- \$185	Bell tents & Tipis are rented as cabins
Fort Cobb State Park	Fort Cobb Lake	309	\$26-- \$43	59	17	-	-	Golf & boat rentals
Marval Family Camping Resort	Illinois River	155	\$44-- \$64	13	29	48	\$129-- \$239	Pool, minigolf, & sports fields
Great Plains State Park	Tom Steed Reservoir	71	\$26-- \$43	34	17	-	-	Playground & rock climbing

**OBSERVATIONS**

Cabins or glamping tents - often small enough to fit into an RV site footprint - can rent for up to 3-4x the price of an RV site.



FEE SCHEDULES
CURRENT
<b>OVERNIGHT CAMPING</b>
<ul style="list-style-type: none"><li>RV - Preferred sites \$30/\$20 off season</li><li>RV - Non-preferred sites \$25/\$15 off season</li><li>RV - Ellsworth sites \$25</li><li>Tent - primitive \$15</li></ul>
<b>ANNUAL LEASES</b>
<ul style="list-style-type: none"><li>RV varies</li><li>House Boat varies</li><li>Agricultural varies</li></ul>
<b>FISHING AND HUNTING</b>
<ul style="list-style-type: none"><li>Annual individual fishing permit \$15.00</li><li>Annual trotline permit in addition to fishing permit \$20.00</li><li>Annual jug line and bank pole permit in addition to fishing permit \$25.00</li><li>5 Year individual fishing permit \$60.00</li><li>Lifetime individual fishing permit \$180.00</li><li>Annual hunting permit \$ 25.00 (Includes deer, small game &amp; feral hogs)</li><li>5 Year individual hunting permit \$100.00</li><li>Lifetime individual hunting permit \$300.00</li></ul>
<b>COMBINATION FISHING AND HUNTING PERMITS</b>
<ul style="list-style-type: none"><li>Combination fishing and hunting 5 year \$160.00</li><li>Combination fishing and hunting lifetime \$400.00</li></ul>
<b>BOATING &amp; RECREATIONAL VEHICLES</b>
<ul style="list-style-type: none"><li>Annual boating \$35.00</li><li>3 Day vessel permit \$15.00</li><li>Canoes, kayaks, paddle boats or paddle boards do not require a boating permit</li><li>Special tournament event permit, nonprofit organizations up to 75 vessels, 3 days \$100.00</li><li>Golf carts \$75.00</li><li>Annual ATV \$75.00</li></ul>

FEE SCHEDULE
IMMEDIATE RECOMMENDATION
<b>DAILY ENTRY</b>
<ul style="list-style-type: none"><li>\$10 Per car</li></ul>
<b>OVERNIGHT CAMPING</b>
<ul style="list-style-type: none"><li>RV - Preferred sites \$30/\$25 off-season</li><li>RV - Non-preferred sites \$25/\$25 off-season</li><li>Tent primitive \$10</li></ul>
<b>ANNUAL LEASES</b>
<ul style="list-style-type: none"><li>RV \$2,800 min</li><li>House boat \$2,800 min</li><li>Agricultural annual market adjustments based on annual market adjustments</li></ul>
<b>FISHING AND HUNTING</b>
No Change
<b>COMBINATION FISHING AND HUNTING PERMITS</b>
No Change
<b>BOATING &amp; RECREATIONAL VEHICLES</b>
<ul style="list-style-type: none"><li>Canoes, kayaks, paddle boats or paddle boards do not require a boating permit, and included in entry fee</li></ul>
<b>STORAGE</b>
<ul style="list-style-type: none"><li>Dry covered boat storage varies</li><li>Boat slip varies</li></ul>

FEE SCHEDULE
FUTURE RECOMMENDATION
<b>DAILY ENTRY</b>
<ul style="list-style-type: none"><li>\$10 Per car</li></ul>
<b>OVERNIGHT CABINS</b>
\$160/\$130 off-season
<b>OVERNIGHT CAMPING</b>
<ul style="list-style-type: none"><li>RV - Preferred sites \$35/\$30 off-season</li><li>RV - Non-preferred sites \$25/\$20 off-season</li><li>Tent \$20</li><li>Tent primitive \$15</li></ul>
<b>ANNUAL LEASES</b>
<ul style="list-style-type: none"><li>RV \$4,200 min</li><li>House boat \$3,500 min</li><li>Agricultural based on annual market adjustments</li></ul>
<b>FISHING AND HUNTING</b>
No change
<b>COMBINATION FISHING AND HUNTING PERMITS</b>
No Change
<b>BOATING &amp; RECREATIONAL VEHICLE</b>
<ul style="list-style-type: none"><li>Canoes, kayaks, paddle boats or paddle boards do not require a boating permit, and included in entry fee</li></ul>
<b>STORAGE</b>
<ul style="list-style-type: none"><li>Dry covered boat storage varies</li><li>Boat slip varies</li></ul>

FEE AND LEASE POLICY
RECOMMENDATIONS
<b>COVER COSTS</b>
There is a minimum required to cover basic utilides and maintenance which is not being met by the current fees and lease rates. All lease rates should be raised to a minimum of \$2,800 annually immediately, and should increase annually to the recommended minimum when improvements are completed. This increase is based on the average current lease rates and utility cost for semi-permanent RV and boathouses.
<b>ESTABLISH MARKET VALUE</b>
To establish true market value of the leases and create a fair and open market. Rates should be adjusted every three years to meet inflation and utility increases. The current lease holder should be given right of refusal, but if waived the lease should return to silent public auction.
<b>LEASE TERMS</b>
Recommendations for terms include no lease transfers, no subleases, right of first refusal given to current lease holders, annual rate increase on current lease holders until new minimum is reached, standard three year rate increases.



FEE SCHEDULES  
CURRENT

OVERNIGHT CAMPING

- RV - Preferred sites \$30/\$20 off season
- RV - Non-preferred sites \$25/\$15 off season
- RV - Ellsworth sites \$25
- Tent - primitive \$15

ANNUAL LEASES

- RV varies
- House Boat varies
- Agricultural varies

FISHING AND HUNTING

- Annual individual fishing permit \$15.00
- Annual trotline permit in addition to fishing permit \$20.00
- Annual jug line and bank pole permit in addition to fishing permit \$25.00
- 5 Year individual fishing permit \$60.00
- Lifetime individual fishing permit \$180.00
- Annual hunting permit \$ 25.00 (Includes deer, small game & feral hogs)
- 5 Year individual hunting permit \$100.00
- Lifetime individual hunting permit \$300.00

COMBINATION FISHING AND HUNTING PERMITS

- Combination fishing and hunting 5 year \$160.00
- Combination fishing and hunting lifetime \$400.00

BOATING & RECREATIONAL VEHICLES

- Annual boating \$35.00
- 3 Day vessel permit \$15.00
- Canoes, kayaks, paddle boats or paddle boards do not require a boating permit
- Special tournament event permit, nonprofit organizations up to 75 vessels, 3 days \$100.00
- Golf carts \$75.00
- Annual ATV \$75.00

FEE SCHEDULE  
IMMEDIATE RECOMMENDATION

DAILY ENTRY

- \$10 Per car

OVERNIGHT CAMPING

- RV - Preferred sites \$30/\$25 off-season
- RV - Non-preferred sites \$25/\$25 off-season
- Tent primitive \$10

ANNUAL LEASES

- RV \$2,800 min
- House boat \$2,800 min
- Agricultural annual market adjustments based on annual market adjustments

FISHING AND HUNTING

No Change

COMBINATION FISHING AND HUNTING PERMITS

No Change

BOATING & RECREATIONAL VEHICLES

- Canoes, kayaks, paddle boats or paddle boards do not require a boating permit, and included in entry fee

STORAGE

- Dry covered boat storage varies
- Boat slip varies

FEE SCHEDULE  
FUTURE RECOMMENDATION

DAILY ENTRY

- \$10 Per car

OVERNIGHT CABINS

\$160/\$130 off-season

OVERNIGHT CAMPING

- RV - Preferred sites \$35/\$30 off-season
- RV - Non-preferred sites \$25/\$20 off-season
- Tent \$20
- Tent primitive \$15

ANNUAL LEASES

- RV \$4,200 min
- House boat \$3,500 min
- Agricultural based on annual market adjustments

FISHING AND HUNTING

No change

COMBINATION FISHING AND HUNTING PERMITS

No Change

BOATING & RECREATIONAL VEHICLE

- Canoes, kayaks, paddle boats or paddle boards do not require a boating permit, and included in entry fee

STORAGE

- Dry covered boat storage varies
- Boat slip varies

FEE AND LEASE POLICY  
RECOMMENDATIONS

COVER COSTS

There is a minimum required to cover basic utilities and maintenance which is not being met by the current fees and lease rates. All lease rates should be raised to a minimum of \$2,800 annually immediately, and should increase annually to the recommended minimum when improvements are completed. This increase is based on the average current lease rates and utility cost for semi-permanent RV and boathouses.

ESTABLISH MARKET VALUE

To establish true market value of the leases and create a fair and open market. Rates should be adjusted every three years to meet inflation and utility increases. The current lease holder should be given right of refusal, but if waived the lease should return to silent public auction.

LEASE TERMS

Recommendations for terms include no lease transfers, no subleases, right of first refusal given to current lease holders, annual rate increase on current lease holders until new minimum is reached, standard three year rate increases.







Name	Address	Price/Month	Price/Annua	Amenities		
Joe's RV Park (Okie Joes)	5424 NW Tackle Box Rd.	\$400.00	\$4,800.00	concrete Pad, full Hook-ups, All bills pd with internet		
Pinnacle Peak	24704 St.Hwy 58	\$500.00	\$6,000.00	Full Hook-ups, All bills paid with internet, Laundry , dumpsters, electric add \$50 /AC more than 1		
Wichita Mountain	7296 NW Meer-Porter Hill Rd.	\$450.00	\$5,400.00	Rock Pads, Full Hook-ups, Dumpster, Bills Pd, no wifi		
Slick Hills	9 Kirk Dr.	\$380.00	\$4,560.00	Rock Pads Full hook-ups, all bills pd w internet and cablevision, bath house tub and shower, coin op laundry.		
Paradise Valley	12594 NW Chibitty Rd.	\$420.00	\$5,040.00	2 concrete pads, water, trash, electric, sewer, wifi	decks, no skirts	
Buffalo Gap	8627 Meers-Porter Hill Rd.	\$500.00	\$6,000.00	rock pads , Full Hook-ups, Dumpster, Bills paid electric max \$100,	*decks and sheds	
Ketch Creek	5503 NW Wolf Rd.	\$400.00	\$4,800.00	? Full		
Hillside Resort	612 NW Meers-Porter Hill Rd.	\$500.00	\$6,000.00	shower hs wifi pond w/fish, shower coin-op laundry	decks, and sheds	
Porter Hill	11962 US-62	\$500.00	\$6,000.00	gravel pad, full hook-up, Bills paid, no wifi	* shed, deck allowed	
Bexar Cave	11791 US-277	\$500.00	\$6,000.00	gravel pad, full hook-up, Bills paid, w/ wifi, dumpster		
Route 62	9773 US-62	\$400.00	\$4,800.00	gravel pad, full hook-up, bills pd w/	*deck, shed	2015 or newer camper
		450.00	5,400.00			
Lawtonka RV	23904 St Hwy 58		\$0.00			
Granite Point	24709 St Hwy 58	\$350.00	\$4,200.00	gravel pad, concrete drive full hook up, power paid by tenant, water, sewer, wifi, cable paid by park.	10x10 sheds allowed	



## PARKS & RECREATION

**DIVISION: LAKES**

**ACTIVITY NO. 5006**

### FUNCTION

THIS DIVISION IS RESPONSIBLE FOR PROVIDING RECREATION, CONSERVATION AND MAINTENANCE SERVICES IN THE AREAS OF CAMPING, FISHING, HUNTING, AND BOATING AT LAKE LAWTONKA AND LAKE ELLSWORTH. ACTIVITIES INCLUDE: COORDINATION OF CONCESSIONS, PUBLIC FACILITY, STRUCTURE AND APPURTENANCE MAINTENANCE, AND INFORMATIONAL SERVICES AND SALE OF PERMITS.

### COMMENTS

ACCOUNT 52090 PROVIDES UTILITIES AND WATER SERVICES FROM THREE RURAL WATER DISTRICTS FOR CAMPSITES, HEADQUARTERS, RESTROOMS, PAVILIONS, AND SALE OF PERMITS.

### PERSONNEL

CLASSIFICATION	SALARY BI-WKLY	21/22	22/23	23/24
LAKES SUPERVISOR	GE16	0	0	1
LAKES SUPERVISOR	GE12	0	1	0
LAKES SUPERVISOR	GE09	1	0	0
PRINCIPAL EQUIP OPER	GE07	0	2	2
LEAD MAINT OPERATOR	GE07	1	0	0
LAKE FEE COLLECTOR	GE07	0	1	1
SENIOR EQUIP OPER	GE06	0	2	2
ADMIN ASST II	GE06	1	1	1
EQUIPMENT OPERATOR	GE05	2	0	2
OPERATOR-LAKES	GE05	0	2	0
LAKE FEE COLLECTOR	GE05	<u>1</u>	<u>0</u>	<u>0</u>
<i>TOTAL</i>		<u>6</u>	<u>9</u>	<u>9</u>
<i>SEASONAL PART-TIME</i>				
LAKE MAINTENANCE	GE02	<u>0</u>	<u>3</u>	<u>3</u>
<i>TOTAL PART-TIME</i>		<u>0</u>	<u>3</u>	<u>3</u>

### CAPITAL OUTLAY

ACCT NO.	ITEM	A/R	QTY	BUDGET AMOUNT
53015	BACKHOE, W/ LOADER	R	1	197,921
53020	COLLIER'S LANDING BOAT RAMP	R	1	<u>72,000</u>
	<i>TOTAL</i>			<u>269,921</u>

### FUNDING SOURCE

CLASSIFICATION	ADOPTED TOTAL 23/24	GENERAL	ROLLING STOCK
PERSONNEL SERVICES	554,930	554,930	
MATERIALS & SUPPLIES	121,100	121,100	
OTHER SERVICES & CHARGES	272,401	272,401	
CAPITAL OUTLAY	<u>269,921</u>	<u>72,000</u>	<u>197,921</u>
<b>TOTAL DOLLARS</b>	<b>1,218,352</b>	<b>1,020,431</b>	<b>197,921</b>



## SUMMARY OF EXPENDITURE

DEPARTMENT: PARKS AND RECREATION  
DIVISION: LAKES

DIVISION NO. : 5006

ACCT. NO.	ACCOUNT NAME	2021-2022 ACTUAL EXPENDITURES	2022-2023 ADOPTED EXPENDITURES	2022-2023 ESTIMATED EXPENDITURES	2023-2024 ADOPTED EXPENDITURES
PERSONNEL SERVICES					
50000	SALARIES AND WAGES	240,118	372,500	245,000	363,000
50005	DIFFERENTIAL/STANDBY PAY	5,186	5,000	4,800	0
50010	SICK LEAVE-PAY IN LIEU	710	0	0	0
50015	CONTRACT LABOR	0	0	0	0
50020	PART TIME	14,250	32,250	32,250	35,000
50025	OVERTIME	436	2,000	2,000	2,000
50030	HOLIDAY PAY	0	0	0	0
50031	TERMINAL LEAVE	0	0	0	0
50035	UNEMPLOYMENT CONTRIBUTION	254	730	730	730
50040	FICA	14,325	23,750	14,500	23,000
50042	MEDICARE	3,350	5,700	3,500	5,700
50045	WORKERS' COMPENSATION	849	3,000	1,000	3,000
50050	GROUP LIFE AND HOSPITAL	41,276	60,500	45,000	86,000
50055	CITY PENSION PLAN	21,567	38,000	24,000	36,500
50056	POLICE PENSION PLAN	0	0	0	0
50057	FIRE PENSION PLAN	0	0	0	0
50060	LONGEVITY	0	0	0	0
50065	UNIFORM MAINTENANCE	0	0	0	0
50070	EDUCATION INCENTIVE	0	0	0	0
		\$342,321	\$543,430	\$372,780	\$554,930
MATERIALS AND SUPPLIES					
51000	GENERAL OFFICE SUPPLIES	9,907	3,000	6,000	5,000
51001	COMPUTER SUPPLIES	0	0	0	0
51002	WEAPONS	0	0	0	0
51003	RADIOS	0	0	0	0
51004	LIBRARY BOOKS	0	0	0	0
51005	METER SUPPLIES	0	0	0	0
51010	PETROLEUM PRODUCTS	0	0	0	0
51015	CHEMICALS	1,034	7,900	4,500	9,900
51020	REPAIR AND MAINTENANCE	19,847	40,000	51,738	100,000
51025	CONTRACTUAL MAINTENANCE	0	0	0	0
51030	MAINT MATERIAL-MOTIVE EQUIP	0	0	0	0
51035	UNIFORM AND CLOTHING	2,628	4,200	4,200	6,200
		\$33,416	\$55,100	\$66,438	\$121,100
OTHER SERVICES AND CHARGES					
52000	RENTAL, PUBL, PRINTING	7,422	9,600	9,600	9,600
52020	CONTINGENCY	0	0	0	0
52025	PROF AND TECHNICAL SERVICE	963	1,370	1,370	16,370
52026	MOWING	0	0	0	0
52030	LEGAL EXPENSE	0	0	0	0
52040	LAND LINES	2,710	3,750	4,230	3,775
52042	CELL PHONE	703	0	0	0
52043	INTERNET	439	480	0	480
52044	POSTAGE	244	1,000	1,015	3,000
52045	ELECTRICITY AND NATURAL GAS	70,738	112,500	112,500	190,000
52050	INSURANCE	0	0	0	0
52055	DUES AND MEMBERSHIPS	113	426	50	426
52060	TRAINING AND TRAVEL	0	3,000	3,000	3,000
52075	ELECTION EXPENSE	0	0	0	0
52085	OTHER REFUNDS	0	0	0	0
52090	OTHER EXPENSES	16,093	29,622	29,622	45,750
		\$99,426	\$161,748	\$161,387	\$272,401
CAPITAL OUTLAY					
53005	LEASE PURCHASE AGREEMENT	0	0	0	0
53015	MACHINERY AND EQUIPMENT	23,458	0	0	197,921
53020	CONSTRUCTION, IMPRVM, ADDITION	0	0	0	72,000
53025	SOFTWARE	0	0	0	0
		\$23,458	\$0	\$0	\$269,921
DIVISION TOTALS		\$498,620	\$760,278	\$600,605	\$1,218,352





# City of Lawton

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

## Commentary

---

**File #:** 23-1034

**Agenda Date:** 11/14/2023

**Agenda No:** 20.

---

**ITEM TITLE:**

In conjunction with the proposed increases to the lease rates at the Lake Lawtonka recreation areas, consider directing staff to initiate a Request for Proposals for the installation of WiFi services at the Lake Lawtonka School House Slough recreational area.

**INITIATOR:** Deputy City Manager Dewayne Burk

**STAFF INFORMATION SOURCE:** Parks & Recreation Director Larry Parks

**BACKGROUND:** In an effort to improve the amenities at the Lake Lawtonka recreation areas, staff is recommending that WiFi be installed in the Lake Lawtonka School House Slough recreational area. The installation of WiFi was raised at a recent Lakes & Lands Commission meeting as a desired amenity.

**EXHIBIT:** None

**KEY ISSUES:** Does the Council wish to seek proposals for the installation of WiFi services at the Lake Lawtonka School House Slough recreational area.

**FUNDING SOURCE:** N/A

**STAFF RECOMMENDED COUNCIL ACTION:** Direct staff to initiate a Request for Proposals for the installation of WiFi services at the Lake Lawtonka School House Slough recreational area.





# City of Lawton

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

## Commentary

---

**File #:** 23-1038

**Agenda Date:** 11/14/2023

**Agenda No:** 21.

---

**ITEM TITLE:**

In conjunction with the proposed increases to the lease rates at the Lake Lawtonka recreation areas, consider directing staff to initiate a Request for Proposals for the repair and upgrades to the waterline system serving the Lake Lawtonka recreation areas.

**INITIATOR:** Deputy City Manager Dewayne Burk

**STAFF INFORMATION SOURCE:** Parks & Recreation Director Larry Parks

**BACKGROUND:** In an effort to improve the amenities at the Lake Lawtonka recreation areas, staff is recommending that repairs and upgrades to the waterlines serving the Lake Lawtonka recreational areas be addressed. Issues with the city's waterline infrastructure were raised at a recent Lakes & Lands Commission meeting as an area that needed to be addressed.

**EXHIBIT:** None

**KEY ISSUES:** Does the Council wish to seek proposals for the repair and upgrades to the waterline system serving the Lake Lawtonka recreation areas.

**FUNDING SOURCE:** N/A

**STAFF RECOMMENDED COUNCIL ACTION:** Direct staff to initiate a Request for Proposals for the repair and upgrades to the waterline system serving the Lake Lawtonka recreation areas.





# City of Lawton

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

## Commentary

---

**File #:** 23-1022

**Agenda Date:** 11/14/2023

**Agenda No:** 22.

---

**ITEM TITLE:**

Direct staff to evaluate equipment in all City of Lawton parks, come up with a plan to invest \$1 million in repairs and upgrades to equipment, provide a proposed budget number for repairs and upgrades that are needed above the \$1 million, and bring back a plan and budget to the 1<sup>st</sup> meeting in January. Concurrently, review the existing plan provided by staff and offer direction as necessary.

**INITIATOR:** Mayor Stan Booker and Councilman Randy Warren

**STAFF INFORMATION SOURCE:** Larry Parks, Parks & Recreation Director

**BACKGROUND:** The City of Lawton, as part of its ongoing commitment to providing high-quality recreational opportunities and enhancing the well-being of its residents, is considering a comprehensive evaluation of equipment across all city parks. This initiative aims to assess the condition of existing park equipment, identify necessary repairs and upgrades, and allocate financial resources for improvements. The City Council will consider directing the Parks & Rec department to evaluate the equipment in all City of Lawton Parks and bring back a plan to repair and upgrade all necessary equipment by the first Council meeting in July. The plan should be split into two parts: the first plan will require a proposed budget of \$1 million with the most crucial repairs being addressed first. The second plan should include necessary repairs and replacements that exceed the initial \$1 million.

**EXHIBIT:** Parks Improvement Proposal

**KEY ISSUES:** N/A

**FUNDING SOURCE:** TBD

**STAFF RECOMMENDED COUNCIL ACTION:** Direct staff to evaluate equipment in all City of Lawton parks, come up with a plan to invest \$1 million in repairs and upgrades to equipment, provide a proposed budget number for repairs and upgrades that are needed above the \$1 million, and bring back a plan and budget to the 1st meeting in January. Concurrently, review the existing plan provided by staff and offer direction as necessary.



# Park Improvements



City of

**Lawton**



# Park Issues

There are currently 65 playground sets in Lawton parks. Many of them are in various states of disrepair. Sun fading, cracking plastics, rust, chipped paint, surfacing issues, drainage, graffiti/vandalism are all issues. Some playgrounds also have old metal slides and other components that no longer meet playground safety criteria.

Other issues include:

- Outdated/ worn park signage
- Dilapidated bathrooms or no bathrooms at all
- Lack of shade
- Lack of benches
- Lack or adequate trash collectors

**play&park structures** Mattie Beal Park



Weak Points in backboard from rust. POTENTIAL HAZARD.




Standing Water. Drainage issues. Probability for dangerous waterborne pathogens. Causing posts and frame to rust. POTENTIAL HAZARD.




Shoe has reached its limit on being repainted. Chipping paint. Safety Surface has eroded. POTENTIAL HAZARD.


**play&park structures** Gray Warr Park




Plastic is brittle and has potential of cracking. Surfacing needs excavated and redone. POTENTIAL HAZARD.



decks have exposed metal and dip is eroded. POTENTIAL HAZARD.




Swing Frame has reached its limit on being repainted.




Graffiti and other vandalism.


**play&park structures** George Lee Park




Tot Seats and Swings are brittle and cracking. POTENTIAL HAZARD.



Slide has mold, fading, water spots, and cracking. POTENTIAL HAZARD.



Swing Frame has reached its limit on being repainted.



4 way bounce is chipped and rusting. plastic horses are brittle. pea gravel is no longer to code for surfacing.



# Improvements

A background image of a child swinging on a swing set in a park. The child is wearing a yellow shirt and pink pants, and is captured in mid-swing. The swing set is made of metal and has a chain. The ground is covered in dry leaves, and there are trees and a building in the background.

- Playgrounds
  - 6 different design concepts ready to go
- Playground Surface
- Signage
- Bathrooms
- Benches
- Waste Cans



# Playgrounds

New playground structures are needed in many of our parks. We have 6 different designs that can be installed in any number of our parks with the option of adding features for accessibility, aesthetics, or alternate interests.

Here are some of the options, but we are not limited to them.







\$126,000

Mid-size, multi slide, music fixtures, swings separated



- George M. Lee Park (7)
- Wayne Gilley Park (1)





\$93,000

Medium, multi slide,  
separated swings, picnic area

- Gray Warr Park(6)
- MacArthur Park (4)





\$117,000

Medium, treehouse, climbing  
feature, slides

- Panther Park (2)
- Fred Bently Park (3)





\$43,000

Small, multi slide, climbing feature

- Country Club West (8)





\$240,000

Large, music features, multi  
slide, accessible

- Mattie Beal (5)
- McMahon Park (7)



Park	Improvement	Cost
Wayne Gilley (1)	Playground	\$126,000
Panther Park (2)	Playground	\$117,000
	Restroom	\$40,000
Fred Bently (3)	Playground	\$117,000
MacArthur (4)	Playground	\$93,000
Mattie Beal (5)	Playground	\$240,000
	Restroom	\$40,000
Gray Warr (6)	Playground	\$93,000
	Restroom	\$40,000
George M. Lee (7)	Playground	\$126,000
	Restroom	\$40,000
McMahon Park (7)	Playground	\$240,000
Country Club West (8)	Playground	\$43,000
Various	New Park Signs (10)	\$18,500
	Benches (30)	\$12,000
	Mulch (500 CY)	\$12,000
Multiple facilities- Grey Warr, Panther, Verna Cook, etc.	Court painting/resurfacing	\$127,850
	<b>Total</b>	<b>\$1,525,350</b>

Priority List		
Wayne Gilley (1)	Playground	\$126,000
Panther Park (2)	Playground	\$117,000
Mattie Beal (5)	Playground	\$240,000
	Restroom	\$40,000
Gray Warr (6)	Playground	\$93,000
George M. Lee (7)	Playground	\$126,000
McMahon Park (7)	Playground	\$126,000
	Restroom	\$40,000
Various	New Park Signs (10)	\$18,500
	Benches (30)	\$12,000
	Mulch (500 CY)	\$12,000
	<b>Total</b>	<b>\$950,500</b>





## Notes:

- Just a drop in the bucket.
  - We have many other parks that would benefit from these kind of improvements
- 500 CY of engineered wood mulch would translate to about 13,500 sqft. Enough for 4 mid-size playgrounds.
- Benches would be replaced on a worst first priority
- All playground designs are modular and can be expanded or shrunk very easily.
- Park signs are flexible, can be replaced in phases over multiple years.
- This proposal does not address aesthetics, maintenance, tear out of old components.
  - These costs would have to be absorbed by Parks & Grounds operational budget.



A photograph of a child swinging on a swing set at a playground. The child is wearing a yellow shirt, pink pants, and a white tutu. They are captured in mid-swing, with their legs extended upwards. The background shows a grassy field, bare trees, and a building under a bright sky. The word "Questions?" is overlaid in the center.

Questions?





# City of Lawton

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

## Commentary

---

**File #:** 23-992

**Agenda Date:** 11/14/2023

**Agenda No:** 23.

---

**ITEM TITLE:**

Provide City Council with an update on the FY 2022 & FY 2023 Audit Process

**INITIATOR:** Joe Don Dunham, Finance Director

**STAFF INFORMATION SOURCE:** Joe Don Dunham, Finance Director

**BACKGROUND:** In accordance with the True North Culture Statement by adhering to transparency and Trust, Provide an update to City Council on the progress of the FY 2022 and the FY 2023 audit process.

**EXHIBIT:** None

**KEY ISSUES:** How is staff progressing on the FY 2022 & 2023 Audits

**FUNDING SOURCE:** Report only no funding required.

**STAFF RECOMMENDED COUNCIL ACTION:** Report only no action required.





# City of Lawton

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

## Commentary

---

**File #:** 23-998

**Agenda Date:** 11/14/2023

**Agenda No:** 24.

---

**ITEM TITLE:**

Pursuant to Section 307B.4, Title 25, Oklahoma Statutes, consider convening in executive session to discuss a pending claim/action for breach of contract in relation to Ad Valorem Phase I-A contract EN1707P1A (24<sup>th</sup> and 40<sup>th</sup> Street) by the City of Lawton against Alfred Espinoza d/b/a A.E Construction Co. ("AEC"), and if necessary, take appropriate action in open session.

**INITIATOR:** Timothy Wilson, Interim City Attorney

**STAFF INFORMATION SOURCE:** John Ratliff, City Manager; Timothy Wilson, Interim City Attorney; Joseph Painter, Engineering Director

**BACKGROUND:** The Interim City Attorney desires to discuss with the Mayor and Council the pending claim/action for breach of contract in relation to Ad Valorem Phase I-A contract EN1707P1A (24<sup>th</sup> and 40<sup>th</sup> Street) by the City of Lawton against Alfred Espinoza d/b/a A.E Construction Co. ("AEC"). The Interim City Attorney advises the City Council that the disclosure of confidential communications between the Council and the Interim City Attorney regarding the above-referenced pending action will seriously impair the ability of the City to conduct the pending action in the public interest, and that should the City Council determine the same, the Council should convene in executive session to discuss this matter.

**EXHIBIT:** N/A

**KEY ISSUES:** N/A

**FUNDING SOURCE:** N/A

**STAFF RECOMMENDED COUNCIL ACTION:** Convene in executive session to discuss a pending claim/action for breach of contract in relation to Ad Valorem Phase I-A contract EN1707P1A (24<sup>th</sup> and 40<sup>th</sup> Street) by the City of Lawton against Alfred Espinoza d/b/a A.E Construction Co. ("AEC"), and if necessary, take appropriate action in open session.





# City of Lawton

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

## Commentary

---

**File #:** 23-1012

**Agenda Date:** 11/14/2023

**Agenda No:** 25.

---

**ITEM TITLE:**

Pursuant to Section 307B.4, Title 25, Oklahoma Statutes, consider convening in executive session to discuss the pending action in the United District Court for the Western District of Oklahoma titled Kent Jackson, as personal representative of the Estate of Israel Williams vs. City of Lawton, et al, CIV-23-284-G, and if necessary, take appropriate action in open session.

**INITIATOR:** Interim City Attorney, Timothy Wilson

**STAFF INFORMATION SOURCE:** Interim City Attorney, Timothy Wilson

**BACKGROUND:** The Interim City Attorney desires to discuss with the Mayor and Council the pending action in the United States District Court for the Western District of Oklahoma titled Kent Jackson as Personal Representative of the Estate of Israel Williams vs City of Lawton, et al, CIV-23-284-G. The Interim City Attorney advises the City Council that the Council should determine that disclosure of confidential communications between the Council and the City Attorney regarding the above referenced item will seriously impair the ability of the City to protect the City's interest in the aforementioned litigation, and from that determination, the Council should convene in executive session to discuss this matter.

**EXHIBIT:** N/A

**KEY ISSUES:** N/A

**FUNDING SOURCE:** N/A

**STAFF RECOMMENDED COUNCIL ACTION:** Pursuant to Section 307B.4, Title 25, Oklahoma Statutes, consider convening in executive session to discuss the pending action in the United District Court for the Western District of Oklahoma titled Kent Jackson, as personal representative of the Estate of Israel Williams vs. City of Lawton, et al, CIV-23-284-G, and if necessary, take appropriate action in open session.





# City of Lawton

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

## Commentary

---

**File #:** 23-1014

**Agenda Date:** 11/14/2023

**Agenda No:** 26.

---

**ITEM TITLE:**

Pursuant to Section 307B.4, Title 25, Oklahoma statutes, consider convening in Executive Session to discuss the pending claim from the Department of Housing and Urban Development regarding the Blocked HOME Activities #2315, #2317 letter dated October 25, 2023, and present options for compliance and take appropriate action in open session.

**INITIATOR:** Charlotte Brown, Community Services Director

**STAFF INFORMATION SOURCE:** Gary Brooks, Housing and Community Development Administrator

**BACKGROUND:** In September of 2019, HOME housing reconstruction project located at 1914 NW Cherry Ave. was set up in IDIS as activity 2315 which was created exclusively for the project's soft costs and IDIS activity 2317 was created solely for actual reconstruction costs. The letter states that this type of IDIS HOME activity setup was incorrect and IDIS activity 2315 contained ineligible utility and repair related maintenance costs. The activity had not been completed by the 4-year completion deadline based upon the written agreement date, which was September 6, 2023.

**EXHIBIT:** Click or tap here to enter text.

**KEY ISSUES:** The City of Lawton is required to respond in writing to the HUD OKC CPD office regarding this letter within 30 days acknowledging its intended level of compliance with the corrective action as stated in the letter.

**FUNDING SOURCE:** As determined by Council and recommended by Finance.

**STAFF RECOMMENDED COUNCIL ACTION:** Convene in executive session to discuss the pending claim from the Department of Housing and Urban Development and take appropriate action in open session.