



City of Lawton

City Council

Agenda

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

Tuesday, January 28, 2025

6:00 PM

Lawton City Hall
Council Chambers/Auditorium

MEETING CALLED TO ORDER WITH INVOCATION AND PLEDGE OF ALLEGIANCE

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

ROLL CALL

PRESENTATION:

Employee Spotlight Award- Peter Mortensen, Public Works

PROCLAMATIONS:

Citizen of the Month- Darby's Big Furniture

REPORTS: MAYOR/CITY COUNCIL

MAYOR'S NEW YEAR'S ADDRESS

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

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

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

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 approving one (1) damage claim (recommended for approval) and authorizing payment for Joseph and Amanda Layton in the amount of \$100.00. [25-0010](#)
Attachments: [DC-2024-072, Layton, Joseph and Amanda Memorandum](#)
 2. Consider the following damage claim recommended for denial: The Claims Center obo American Power Electric (AEP) in the amount of \$321.16. [25-0011](#)
Attachments: [DC-2024-070, AEP Memorandum](#)
 3. Consider approving a Resolution amending the City of Lawton FY25 budget, as amended, by appropriating \$395,000.00 to the Capital Improvement Projects Fund (Fund 435) to fund abatements through the Neighborhood Services Division. [24-2215](#)
Attachments: [01.28.25 D&D Abatements Resolution](#)
 4. Consider approving a resolution amending the City of Lawton FY25 budget, as amended, by appropriating \$4,456,402.38 in insurance proceeds to the City-at-Large Construction, Improvements and Additions account for roof repairs at Central Mall Plaza. [25-0045](#)
Attachments: [01.28.25 Central Mall Plaza Roof Resolution](#)
 5. Consider adopting a resolution authorizing traffic control measures with the addition of a W2-1, advanced street sign on North and South-bound 82nd street, leading to Bishop Road. [24-2246](#)
Attachments: [82nd and Bishop Rd](#)
[Bishop 82nd Resolution](#)
 6. Consider authorizing staff to apply for the Oklahoma Code Enforcement Association Community Improvement Grant in the amount of \$1,500 for the removal of debris in Ward 1. [25-0008](#)
Attachments: [Oklahoma Code Enforcement Association Community Grant Application](#)
[2025 Template](#)
 7. Consider approving a grant application with the Oklahoma Department of Aerospace and Aeronautics to fund a study on improving air service at the Lawton/Fort Sill Regional Airport. [25-0053](#)
Attachments: [State Grant Application](#)
 8. Consider awarding a contract in the amount of \$4,005,180 to King Solution Services, LLC, for the construction of PU2413 2024 Sewer Rehabilitation Phase I Construction Project to rehabilitate approximately 15,990 LF of high maintenance sewer lines throughout the city. [24-2250](#)

- Attachments:** [Recommendation of Award](#)
[Bid Tab - PU2413](#)
[PU2413 Contract & Bonds unsigned](#)
[PU2413 Project Location Maps](#)
9. Consider approving an agreement for professional services between the City of Lawton and Farzaneh Law Firm, PC for their expertise with immigration law relating to employment visas for select City of Lawton employees and authorize the Mayor and City Clerk to execute the Agreement. [25-0018](#)
- Attachments:** [Proposed Agreement with Farzaneh Law Firm P.C.](#)
10. Consider approving an additional \$19,111.50 for Excess Cyber Crime coverage. [25-0028](#)
- Attachments:** [24-2220_ \\$750K Excess Cyber Crime Quote.pdf](#)
11. Consider extending contract (CL23-009) Liquid Ammonium Sulfate with Brenntag Southwest, Inc. Chemical use in the treatment of water. [25-0032](#)
- Attachments:** [Original Contract](#)
[Dept. Memo Yr 3](#)
[Brenntag Ext. Form Yr 3 - signed](#)
12. Consider extending contract (CL23-010) Sodium Hydroxide with Petra Chemical Company, LLC. Chemical used in the treatment of water. [25-0033](#)
- Attachments:** [Petra Chemical Ext. Form Yr 3 - Signed](#)
[Dept. Ext. Memo Yr 3](#)
[Original Contract](#)
13. Consider approving an employment agreement between the City of Lawton and Nathan Johnson for the position of Municipal Judge and authorize the Mayor and City Clerk to execute the agreement. [25-0037](#)
- Attachments:** [Judge's Agreement 2025](#)
14. Consider approving an extendable Operating and Professional Services Agreement, providing entertainment and fireworks for the 2025 Lawton Fort Sill Freedom Festival by LimeLight Productions and authorizing the Mayor and City Clerk to execute the contract. [25-0038](#)
- Attachments:** [2025 Limelight Professional Services Agreement](#)
15. Consider approving a limited event support agreement between the City of Lawton and Fort Sill Moral Welfare and Recreation(MWR) for support of the Warrior Run 2025. [25-0046](#)
- Attachments:** [Warrior Run 2025 Limited Support Agreement](#)
[Event Flier for Warrior Run 2025](#)
16. Consider determining and approving the actual costs of the dismantling and removal of dilapidated buildings and other expenses that may be necessary in [25-0007](#)
-

conjunction with the same by approving invoices for demolition of properties as required by State Statue 11-22-112.4 for properties located at 1511 SW Dr Charles W Whitlow Avenue, 813 SW H Avenue, 1216 NW Andrews Avenue, 1611 NW Lawton Avenue and 56 NW 24th Street.

Attachments: [Invoices](#)

17. Consider approving the Claims List for January 3, 2025, through January 16, 2025. [25-0044](#)
18. Consider approving the minutes of the January 13, 2025 and January 14, 2025 City Council meetings. [25-0050](#)
19. Consider approving appointments to boards and commissions. [25-0049](#)

Attachments: [Board Appointments- 01.28.2025](#)

UNFINISHED BUSINESS:

20. Receive a presentation on a conceptual plan and, contingent upon Council approving a Resolution of Reimbursement, consider approving Amendment No. 1 to the contract PR2308 Elmer Thomas Park Amphitheater and Boardwalk Project with C.H. Guernsey for the design services on this project. [25-0054](#)

Attachments: [PR2308 Amend. No 1](#)

BUSINESS ITEMS:

21. Conduct an election of a Mayor Pro Tem for Calendar Year 2025 and take action as deemed necessary. [25-0022](#)
22. Hold a public hearing and consider a resolution, requested administratively, to amend the 2030 Land Use Plan by adding Tract 3, more particularly described below, located at 8902 SW 11th Street (aka part of the City's landfill) as Industrial and take appropriate action as deemed necessary. [25-0031](#)

Attachments: [Resolution No. 25-
Location Map - Tract 1 2 and 3 - Landfill Rezoning
Executed Mailing Notice Landfill
Executed Newspaper Notice Landfill
01.16.2025 CPC](#)

23. Hold a public hearing and consider an ordinance, requested administratively, to change the zoning and a request for a Use Permitted on Review for property located at 8902 SW 11th Street (aka the City's landfill) and take appropriate action as deemed necessary. [25-0034](#)

Attachments: [Ordinance No. 25-
Location Map - Tract 1 2 and 3 - Landfill Rezoning
Executed Mailing Notice Landfill
Executed Newspaper Notice Landfill
01.16.2025 CPC](#)

24. Receive a briefing on the Pavement Maintenance Program Guide to be implemented by the Public Works Department, and take any action deemed necessary. [25-0023](#)
- Attachments:** [FINAL PAVEMENT MAINTENANCE PROGRAM GUIDE](#)
25. Consider authorizing Mayor Booker to engage Crawford and Associates to conduct an efficiency study to compare the City of Lawton with six peer cities and take action as deemed necessary. [25-0051](#)
26. Consider approving a resolution of the City of Lawton, Oklahoma (the “City”) establishing and declaring its official intent to reimburse the City’s general fund on behalf of one or more of the public trusts of which the City is the beneficiary for preliminary and other expenditures relating to the construction, equipping, renovating, and improving of certain capital improvement projects for the benefit of the City, said reimbursement being anticipated to be funded from the proceeds of the bonds issued for the same said construction, equipping, renovating, and improving of certain capital improvement projects for the benefit of the City; and containing other provisions relating thereto. [25-0040](#)
- Attachments:** [7b. Reimbursement Resolution City 2025 FD clean 1.23.25](#)
27. Consider approving Council Policy 04-07: Allocation of a portion of City’s use tax to support PROPEL 2040 Projects. [25-0029](#)
- Attachments:** [Council Policy 04-07](#)
28. Discuss the formation of the Streets, Bridges, Building, and Development Review Committee, conflicts with existing committees and commissions, and provide direction to staff on future action to establish the Streets, Bridges, Building, and Development Review Committee and eliminate conflicts in City Code. [25-0056](#)
- Attachments:** [Streets Bridges Slide](#)
29. Receive a presentation from the City Prosecutor on the current Dangerous Dog issue that continues to plague the city and if necessary direct staff to take appropriate action. [25-0061](#)
- Attachments:** [Dangerous Dog Presentation final](#)
30. Receive a report from the Lawton Police Department on data related to burglaries within the City of Lawton, discuss matters related to the Lawton Police Department, and take action as deemed necessary. [25-0030](#)
- Attachments:** [2018-2024 Burglary Crime Data](#)

STAFF REPORTS:

31. Receive a report on the use of Fluoride in Lawton’s drinking water. [24-2133](#)

Attachments: [Fluoride Presentation\(2\)](#)

32. Provide City Council with an update on the Monthly Sales Tax Revenue for the month of December reporting. [25-0013](#)

Attachments: [12. FY 2024 - Monthly Sales Tax Analysis.xlsx - council](#)

33. Provide City Council with an update on the FY 2024 Audit Process. [23-991](#)

EXECUTIVE SESSION ITEMS:

34. Pursuant to Section 307B.4, Title 25, Oklahoma Statutes, consider convening in executive session to discuss 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 v. City of Lawton, et al, Case No. 5:23-cv-00284-G, and if necessary, take appropriate action in open session. [25-0025](#)
35. Pursuant to Section 307B.4, Title 25, Oklahoma Statutes, consider convening in executive session to discuss a possible pending action concerning a HOME Program Report received from U.S. Department of Housing and Urban Development to the City of Lawton on January 10, 2025, and if necessary, take action in open session. [25-0042](#)
36. Pursuant to Section 307B.4, Title 25, Oklahoma Statutes, consider convening in executive session to discuss litigation in the case Donna L. Raite v. City of Lawton and City of Lawton Public Works Administration, CJ-2022-177, and, if necessary, take appropriate action in open session. [25-0057](#)
37. Pursuant to Section 307B.4, Title 25, Oklahoma Statutes, consider convening in executive session to discuss a pending claim for potential litigation against the real property owners of the demolished nursing home located at 1301 NW Andrews Avenue, and take appropriate action in open session. [25-0064](#)
38. Pursuant to Section 307B.1, Title 25, Oklahoma Statutes, consider convening in executive session to review the employment of John Ratliff as City Manager, and in open session take other action as necessary. [23-1099](#)

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 #: 25-0010

Agenda Date: 1/28/2025

Agenda No: 1.

ITEM TITLE:

Consider approving one (1) damage claim (recommended for approval) and authorizing payment for Joseph and Amanda Layton in the amount of \$100.00.

INITIATOR: City Attorney, John Andrew

STAFF INFORMATION SOURCE: Assistant City Attorney, Garrett Lam

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

Joseph and Amanda Layton: Claim in the amount of \$100.00 for vehicle repair

EXHIBIT: Legal Recommendation/Memorandum

KEY ISSUES: N/A

FUNDING SOURCE: Sinking fund


STAFF RECOMMENDED COUNCIL ACTION: Approve authorizing payment of the claim in the amount listed above.



OFFICE OF THE CITY ATTORNEY

CLAIMS MEMORANDUM #DC-2024-072

TO: Mayor and Council

FROM: Garrett Lam
Assistant City Attorney 

DATE: December 31, 2024

MEETING: January 28, 2025

RE: Damage claim of
Amanda and Joseph Layton
315 SW Summit Avenue
Lawton, Oklahoma 73501

Submitted in the amount of \$100.00 on December 20, 2024

RECOMMENDATION: Approval in the amount of \$100.00

BASIS OF CLAIM: Claimant's Amanda and Joseph Layton, allege on December 4, 2024, Mrs. Layton was parked at the City of Lawton, Public Safety Facility, 100 S. Railroad Street, when a police officer attempted to back into a parking space and struck the taillight on their 2007, Chevrolet pickup. Claimants are requesting \$100.00 and have submitted an estimate for the taillight in the amount of \$39.99, not including tax, and \$60.00 for Mr. Layton to install it.

DATE OF DAMAGE: December 4, 2024

FACTS: On December 4, 2024, a City of Lawton police officer reported a collision in the parking lot at the City of Lawton Public Safety Facility. An Official Oklahoma Traffic Collision Report was filed. According to the report, the City of Lawton, Police Officer (unit 1) was attempting to back into a vacant parking space next to claimant's vehicle and struck the rear taillight on claimants unoccupied vehicle (unit 2). According to the Official Oklahoma Traffic Collision Report, there was no unsafe/unlawful contributing factor marked for either vehicle. Photos were taken of the damage and there was no report of injury.

LEGAL BASIS FOR APPROVAL OF CLAIM: In Oklahoma, it is the duty of every operator of a vehicle to exercise ordinary care in keeping a lookout consistent with the safety of other vehicles, property, and persons. Rosamond v. Reed Roller Bit Co., 292 P.2d 373 (Okla. 1955); Townley's Dairy v. Creech, 476 P.2d 79 (Okla. 1970). Ordinary care is defined in

Claims Memorandum

DC-2024-072

Pg. 2

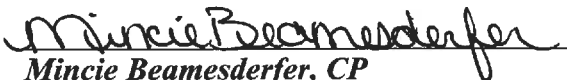
Oklahoma Statutes, Title 25, Section 4 and further explained in the Oklahoma Uniform Civil Jury Instructions Section 9.3 as “the care which a reasonably careful person would use under the same or similar circumstances.” Title 25 O.S. Section 4 and the Oklahoma Uniform Civil Jury Instructions Section 9.2 define negligence as the failure to exercise ordinary care to avoid injury to another's person or property.

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

1. The city employee could be found to have breached his duty to maintain a proper lookout consistent with the safety of other vehicles and this breach of duty may constitute negligence for which the city may be held liable.

The recommended approval amount is \$100.00, which is the amount of the taillight and \$60.00 labor for Mr. Layton to install the taillight.

GARRETT LAM
ASSISTANT CITY ATTORNEY


Mincie Beamesderfer, CP
Claims Investigator

mbH:\DamageClaims\MRV\2024-DCmemos\2024-072 Vehicle Acc Police App.doc



City of Lawton

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

Commentary

File #: 25-0011

Agenda Date: 1/28/2025

Agenda No: 2.

ITEM TITLE:

Consider the following damage claim recommended for denial: The Claims Center obo American Power Electric (AEP) in the amount of \$321.16.

INITIATOR: City Attorney, John Andrew

STAFF INFORMATION SOURCE: Assistant City Attorney, Garrett Lam

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

The Claims Center obo AEP: Claim in the amount of \$321.16 for damage to utility pole wiring

EXHIBIT: Legal Opinion/Recommendation

KEY ISSUES: N/A

FUNDING SOURCE: N/A


STAFF RECOMMENDED COUNCIL ACTION: Deny the claim listed above.



OFFICE OF THE CITY ATTORNEY

CLAIMS MEMORANDUM #DC-2024-070

TO: Mayor and Council

FROM: Garrett Lam
Assistant City Attorney 

DATE: January 21, 2025

MEETING: January 28, 2024

RE: Damage claim of
The Claims Center
OBO American Electric Power
P.O. Box 270410
Minneapolis, MN 55427

Submitted in the amount of \$321.16 on December 12, 2024

RECOMMENDATION: Denial

BASIS OF CLAIM: On December 12, 2024, The Claims Center filed a claim on behalf of American Electric Power (AEP) alleging damage to a utility pole at 6460 NW Columbia Ave, Lawton, Oklahoma, that occurred on August 20, 2024. They are requesting \$312.16 for the repair to the damaged service line.

DATE OF DAMAGE: August 20, 2024

FACTS: The Claims Center filing only included the address of alleged damage and an invoice for parts and labor. When the City's Claim Investigator reached out to the Claims Center for more information, they only provided the name and phone number for AEP's repair tech, Justin Cox. The Claims Center never produced any other documentation of the damage, even when prompted via e-mail and telephone conversations. Our office contacted Mr. Cox who stated the damage occurred at the park across the street from the home at 6460 NW Columbia. He further alleges that a "City" crew damaged the utility pole so badly that it caught fire, burning the "SL" wires that power the streetlight that illuminates the park. He stated he was able to salvage the utility pole, but the wiring had to be replaced, prompting the claim from The Claims Center on behalf of AEP.

The Parks and Grounds Superintendent, Antonio Hopson, confirmed the Parks and Recreation crew was present in the Eve McNally Memorial Park on August 20, 2024, working on removing the old playground equipment. Mr. Hopson denied any knowledge of the incident before the Claims Investigator reached out to him about AEP's claim. Mr. Hopson also spoke with the supervisor of the Parks crew renovating the park who also denied the incident as claimed by AEP. The Claims Investigator could not find any calls for service in the area surrounding the park on the day the utility pole allegedly caught fire. Further, the utility pole in question was visually inspected by the Claims Investigator who could find no evidence that a fire had occurred. The utility pole was generally in good condition with no scorch marks or any other indication a fire had occurred.

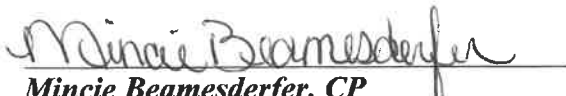
LEGAL BASIS FOR DENIAL OF CLAIM: Negligence is defined as the failure to exercise ordinary care to avoid injury to another's person or property. Pursuant to Title 51 O.S. §151 *et seq.*, municipalities are held accountable in the same manner as private entities or individuals for negligent acts or omissions that result in harm to others. Negligence is never presumed, and *the burden of proving negligence and that it was the proximate cause of the harm complained of, is on the complaining party.* Oklahoma Ry. Co. v. Ivery, 204 P.2d 978 (Okla. 1949).

This office recommends denial of this claim.

Accordingly,

1. The Claims Center never produced any evidence to support their claim.
2. The investigation conducted by the City's Claims Investigator could also find no evidence of the incident alleged by AEP.
3. No negligence could be found on the part of the City of Lawton.

GARRETT LAM
ASSISTANT CITY ATTORNEY


Mincie Beamesderfer, CP
Claims Investigator



City of Lawton

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

Commentary

File #: 24-2215

Agenda Date: 1/28/2025

Agenda No: 3.

ITEM TITLE:

Consider approving a Resolution amending the City of Lawton FY25 budget, as amended, by appropriating \$395,000.00 to the Capital Improvement Projects Fund (Fund 435) to fund abatements through the Neighborhood Services Division.

INITIATOR: Charlotte Brown, Community Services Director

STAFF INFORMATION SOURCE: Rebecca Johnson, Finance Director

BACKGROUND: Lawton City Council originally funded \$369,629.34 for the abatement accounts for Neighborhood Services for FY25. Since the beginning of the fiscal year, the City has seen an increase in abatements and also hired two new contractors that are charging higher than the other contractors. The City has also hired a contractor to do the boarding and securing at a higher rate than has ever been done before. Due to these increases, we are seeking to increase the funds budgeted in the abatement accounts for FY25. Fund 435's D&D Weed Abatement account has an unallocated balance of \$562,598.49.

This item was stricken at the 01/14/2025 meeting so that staff could further research the appropriate fund source.

EXHIBIT: Res. No 25-_____

KEY ISSUES: n/a

FUNDING SOURCE: D&D Weed Abatement Revenue

STAFF RECOMMENDED COUNCIL ACTION: Approve Resolution No. 25-_____.

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

A RESOLUTION AMENDING RESOLUTION NO. 24-125, WHEREBY THE CITY OF LAWTON, OKLAHOMA BUDGET FOR FISCAL YEAR 2024-2025 WAS ORIGINALLY ADOPTED, AND AS PREVIOUSLY AMENDED BY RESOLUTION NO. 24-203, RESOLUTION NO. 24-223, RESOLUTION NO. 24-224, RESOLUTION NO. 24-225, RESOLUTION NO. 24-227, RESOLUTION NO. 24-228, RESOLUTION NO. 24-229, RESOLUTION NO. 24-255, RESOLUTION NO. 24-264, RESOLUTION NO. 24-265, RESOLUTION NO. 25-_____, AND RESOLUTION NO. 25-_____, TO APPROPRIATE THREE HUNDRED NINETY-FIVE THOUSAND AND 00/100 DOLLARS (\$395,000.00) TO THE CAPITAL IMPROVEMENT PROJECTS FUND TO FUND ABATEMENTS THROUGH THE NEIGHBORHOOD SERVICES DIVISION.

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

WHEREAS, the City Manager prepared a budget for the fiscal year ending June 30, 2025 (FY 2024-2025) consistent with the Act; and

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

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

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

WHEREAS, Resolution No. 24-125 approved the City of Lawton, Oklahoma budget for Fiscal Year 2024-2025, and established budget amendment authority; and

WHEREAS, City Council previously approved Resolution No. 24-203, amending Resolution No. 24-125 by appropriating Nine Million Three Hundred Eighty-Eight Thousand Four Hundred Twenty-Six and 49/100 Dollars (\$9,388,426.49) to the City-at-Large Construction, Improvements, and Additions account for roof repairs at Central Mall Plaza; and

WHEREAS, City Council previously approved Resolution No. 24-223, amending Resolution No. 24-125 by appropriating Three Hundred Eighty-Eight Thousand Six Hundred Twenty-Three and 84/100 Dollars (\$388,623.84) to the General Fund for repairs to the McMahon Memorial Auditorium, Carnegie Library Town Hall, National Guard Armory, and the John Denney Playhouse; and

WHEREAS, City Council previously approved Resolution No. 24-224, amending Resolution No. 24-125 by appropriating Four Hundred Twenty-One Thousand Eight Hundred Fifty-Four and 35/100 Dollars (\$421,854.35) to the Hotel/Motel Economic Development Fund and Two Hundred Forty-Four Thousand Seven Hundred Ninety-Three and 65/100 Dollars (\$244,793.65) to the 2019 Capital Improvement Fund to partially fund the professional services agreement with the Lawton-Fort Sill Economic Development Corporation for economic and industrial development services; and

WHEREAS, City Council previously approved Resolution No. 24-225, amending Resolution No. 24-125 by appropriating up to Three Hundred Fifty Thousand and 00/100 Dollars (\$350,000.00) to the General Fund for the purpose of securing funding for the closure and post-closure cost estimates regarding the statutory required financial assurance mechanism for the City of Lawton's landfill facilities as required by the Oklahoma Department of Environmental Quality; and

WHEREAS, City Council previously approved Resolution No. 24-227, amending Resolution No. 24-125 by appropriating Fifty Thousand and 00/100 Dollars (\$50,000.00) in insurance proceeds to the General Fund for the purchase of a new police vehicle; and

WHEREAS, City Council previously approved Resolution No. 24-228, amending Resolution No. 24-125 by appropriating One Million Four Hundred Ninety Thousand Six Hundred Twenty-Seven and 46/100 Dollars (\$1,490,627.46) to the Grant Fund for ARPA-related projects; and

WHEREAS, City Council previously approved Resolution No. 24-229, amending Resolution No. 24-125 by increasing estimated 2019 Capital Improvement Fund revenues by Forty Million and 00/100 Dollars (\$40,000,000.00) and to appropriate Ten Million and 00/100 Dollars (\$10,000,000.00) to the 2019 Capital Improvement Fund for Propel-related expenses; and

WHEREAS, City Council previously approved Resolution No. 24-255, amending Resolution No. 24-125 by appropriating Two Thousand Five Hundred and 00/100 Dollars (\$2,500.00) to the Grant Fund for RSVP training and travel; and

WHEREAS, City Council previously approved Resolution No. 24-264, amending Resolution No. 24-125 by appropriating Four Thousand One Hundred Seventy-Three and 27/100 Dollars (\$4,173.27) to the Special Revenue Fund for Police CID training and travel; and

WHEREAS, City Council previously approved Resolution No. 24-265, amending Resolution No. 24-125 by appropriating Two Million and 00/100 Dollars (\$2,000,000.00) to the Capital Improvement Projects Fund for the Rogers Lane I-44 to US-62 Lighting Project; and

WHEREAS, City Council previously approved Resolution No. 25-_____, amending Resolution No. 24-125 by appropriating up to One Million Six Hundred Thousand and 00/100 Dollars (\$1,600,000.00) to the General Fund to provide assistance in development financing to Fisher59 Properties, LLC per the Redevelopment Agreement; and

WHEREAS, City Council previously approved Resolution No. 25-_____, amending Resolution No. 24-125 by appropriating Four Million Four Hundred Fifty-Six Thousand Four Hundred Two and 38/100 Dollars (\$4,456,402.38) to the City-at-Large Construction, Improvements and Additions account for roof repairs at Central Mall Plaza; and

WHEREAS, the City of Lawton has seen an increase in abatements and needs to allocate additional money to fund the abatements; and

WHEREAS, a budget amendment is needed to appropriate Three Hundred Ninety-Five Thousand and 00/100 Dollars (\$395,000.00) to fund abatements through the Neighborhood Services Division.

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

SECTION 1. The City Council does hereby amend the FY 2024-2025 Budget originally adopted on the 3rd day of June, 2024, for the purpose of increasing appropriations in account 4350000-52025 by Three Hundred Ninety Thousand and 00/100 Dollars (\$390,000.00) and account 4350000-52030 by Five Thousand and 00/100 Dollars (\$5,000.00) to fund abatements through the Neighborhood Services Division.

SECTION 2. The City Council does hereby authorize the City Manager to transfer any unexpended and unencumbered appropriations, at any time throughout FY 2024-2025 from one line item to another, one object category to another within a department, or one department to another within a fund, without further approval by the City Council.

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

ADOPTED AND APPROVED, by the City Council of Lawton this 14th day of January, 2025.

(SEAL)

STANLEY BOOKER, MAYOR

ATTEST:

DONALYNN BLAZEK-SCHERLER, CITY CLERK

APPROVED as to form and legality this 28th day of January, 2025.

JOHN R. ANDREW, CITY ATTORNEY



City of Lawton

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

Commentary

File #: 25-0045

Agenda Date: 1/28/2025

Agenda No: 4.

ITEM TITLE:

Consider approving a resolution amending the City of Lawton FY25 budget, as amended, by appropriating \$4,456,402.38 in insurance proceeds to the City-at-Large Construction, Improvements and Additions account for roof repairs at Central Mall Plaza.

INITIATOR: Rebecca Johnson, Finance Director

STAFF INFORMATION SOURCE: Rebecca Johnson, Finance Director

BACKGROUND: The City of Lawton experienced a hailstorm on June 15, 2023. This storm caused significant damage to the roof at Central Mall Plaza. Settlement for the roof damage was reached with the Oklahoma Municipal Assurance Group in the amount of \$13,844,828.87. \$3,000,000.00 was received on August 1, 2024, \$6,388,426.49 was received on August 30, 2024, and \$4,456,402.38 was received on January 17, 2025. Council previously approved a budget amendment in the amount of \$9,388,426.49, but an additional budget amendment is needed to appropriate the remaining \$4,456,402.38 to the City-at-Large Construction, Improvements and Additions account for roof repairs at Central Mall Plaza.

EXHIBIT: Resolution No. 25-_____

KEY ISSUES: None

FUNDING SOURCE: Insurance Proceeds

STAFF RECOMMENDED COUNCIL ACTION: Approve a resolution amending the City of Lawton FY25 budget, as amended, by appropriating \$4,456,402.38 in insurance proceeds to the City-at-Large Construction, Improvements and Additions account for roof repairs at Central Mall Plaza.

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

A RESOLUTION AMENDING RESOLUTION NO. 24-125, WHEREBY THE CITY OF LAWTON, OKLAHOMA BUDGET FOR FISCAL YEAR 2024-2025 WAS ORIGINALLY ADOPTED, AND AS PREVIOUSLY AMENDED BY RESOLUTION NO. 24-203, RESOLUTION NO. 24-223, RESOLUTION NO. 24-224, RESOLUTION NO. 24-225, RESOLUTION NO. 24-227, RESOLUTION NO. 24-228, RESOLUTION NO. 24-229, RESOLUTION NO. 24-255, RESOLUTION NO. 24-264, RESOLUTION NO. 24-265, RESOLUTION 25-06, AND RESOLUTION NO. 25-_____, TO APPROPRIATE FOUR MILLION FOUR HUNDRED FIFTY-SIX THOUSAND FOUR HUNDRED TWO AND 38/100 DOLLARS (\$4,456,402.38) TO THE CITY-AT-LARGE CONSTRUCTION, IMPROVEMENTS AND ADDITIONS ACCOUNT FOR ROOF REPAIRS AT CENTRAL MALL PLAZA.

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

WHEREAS, the City Manager prepared a budget for the fiscal year ending June 30, 2025 (FY 2024-2025) consistent with the Act; and

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

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

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

WHEREAS, Resolution No. 24-125 approved the City of Lawton, Oklahoma budget for Fiscal Year 2024-2025, and established budget amendment authority; and

WHEREAS, City Council previously approved Resolution No. 24-203, amending Resolution No. 24-125 by appropriating Nine Million Three Hundred Eighty-Eight Thousand Four Hundred Twenty-Six and 49/100 Dollars (\$9,388,426.49) to the City-at-Large Construction, Improvements, and Additions account for roof repairs at Central Mall Plaza; and

WHEREAS, City Council previously approved Resolution No. 24-223, amending Resolution No. 24-125 by appropriating Three Hundred Eighty-Eight Thousand Six Hundred Twenty-Three and 84/100 Dollars (\$388,623.84) to the General Fund for repairs

to the McMahon Memorial Auditorium, Carnegie Library Town Hall, National Guard Armory, and the John Denney Playhouse; and

WHEREAS, City Council previously approved Resolution No. 24-224, amending Resolution No. 24-125 by appropriating Four Hundred Twenty-One Thousand Eight Hundred Fifty-Four and 35/100 Dollars (\$421,854.35) to the Hotel/Motel Economic Development Fund and Two Hundred Forty-Four Thousand Seven Hundred Ninety-Three and 65/100 Dollars (\$244,793.65) to the 2019 Capital Improvement Fund to partially fund the professional services agreement with the Lawton-Fort Sill Economic Development Corporation for economic and industrial development services; and

WHEREAS, City Council previously approved Resolution No. 24-225, amending Resolution No. 24-125 by appropriating up to Three Hundred Fifty Thousand and 00/100 Dollars (\$350,000.00) to the General Fund for the purpose of securing funding for the closure and post-closure cost estimates regarding the statutory required financial assurance mechanism for the City of Lawton's landfill facilities as required by the Oklahoma Department of Environmental Quality; and

WHEREAS, City Council previously approved Resolution No. 24-227, amending Resolution No. 24-125 by appropriating Fifty Thousand and 00/100 Dollars (\$50,000.00) in insurance proceeds to the General Fund for the purchase of a new police vehicle; and

WHEREAS, City Council previously approved Resolution No. 24-228, amending Resolution No. 24-125 by appropriating One Million Four Hundred Ninety Thousand Six Hundred Twenty-Seven and 46/100 Dollars (\$1,490,627.46) to the Grant Fund for ARPA-related projects; and

WHEREAS, City Council previously approved Resolution No. 24-229, amending Resolution No. 24-125 by increasing estimated 2019 Capital Improvement Fund revenues by Forty Million and 00/100 Dollars (\$40,000,000.00) and to appropriate Ten Million and 00/100 Dollars (\$10,000,000.00) to the 2019 Capital Improvement Fund for Propel-related expenses; and

WHEREAS, City Council previously approved Resolution No. 24-255, amending Resolution No. 24-125 by appropriating Two Thousand Five Hundred and 00/100 Dollars (\$2,500.00) to the Grant Fund for RSVP training and travel; and

WHEREAS, City Council previously approved Resolution No. 24-264, amending Resolution No. 24-125 by appropriating Four Thousand One Hundred Seventy-Three and 27/100 Dollars (\$4,173.27) to the Special Revenue Fund for Police CID training and travel; and

WHEREAS, City Council previously approved Resolution No. 24-265, amending Resolution No. 24-125 by appropriating Two Million and 00/100 Dollars (\$2,000,000.00) to the Capital Improvement Projects Fund for the Rogers Lane I-44 to US-62 Lighting Project; and

WHEREAS, City Council previously approved Resolution No. 25-06, amending Resolution No. 24-125 by appropriating up to One Million Six Hundred Thousand and 00/100 Dollars (\$1,600,000.00) to the General Fund to provide assistance in development financing to Fisher59 Properties, LLC per the Redevelopment Agreement; and

WHEREAS, City Council previously approved Resolution No. 25-____, amending Resolution No. 24-125 by appropriating \$395,000.00 to the Capital Improvement Projects Fund (Fund 435) to fund abatements through the Neighborhood Services Division; and

WHEREAS, the City of Lawton and the Oklahoma Municipal Assurance Group reached a settlement for the roof damage to Central Mall Plaza sustained during the June 15, 2023 hailstorm; and

WHEREAS, a budget amendment is needed to appropriate Four Million Four Hundred Fifty-Six Thousand Four Hundred Two and 38/100 Dollars (\$4,456,402.38) to the City-at-Large Construction, Improvements and Additions account for roof repairs at Central Mall Plaza.

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

SECTION 1. The City Council does hereby amend the FY 2024-2025 Budget originally adopted on the 3rd day of June, 2024, for the purpose of increasing appropriations in account 1002503-53020 by Four Million Four Hundred Fifty-Six Thousand Four Hundred Two and 38/100 Dollars (\$4,456,402.38) for roof repairs at Central Mall Plaza.

SECTION 2. The City Council does hereby authorize the City Manager to transfer any unexpended and unencumbered appropriations, at any time throughout FY 2024-2025 from one line item to another, one object category to another within a department, or one department to another within a fund, without further approval by the City Council.

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

ADOPTED AND APPROVED, by the City Council of Lawton this 28th day of January, 2025.

(SEAL)

STANLEY BOOKER, MAYOR

ATTEST:

DONALYNN BLAZEK-SCHERLER, CITY CLERK

APPROVED as to form and legality this 28th day of January, 2025.

JOHN R. ANDREW, CITY ATTORNEY



City of Lawton

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

Commentary

File #: 24-2246

Agenda Date: 1/28/2025

Agenda No: 5.

ITEM TITLE:

Consider adopting a resolution authorizing traffic control measures with the addition of a W2-1, advanced street sign on North and South-bound 82nd street, leading to Bishop Road.

INITIATOR: Michael Watrous, Director of Public Works

STAFF INFORMATION SOURCE: Michael Watrous, Director of Public Works

BACKGROUND: An I-Help issue was submitted on 14 November 2024 requesting a street light at the intersection with the justification that it is difficult to see the intersection at night. With Bishop road now being paved to 82nd street, more citizens now use this road, versus when it was more of a country road. This sign is a MUTCD compliant sign specifically designed for more rural but major intersections and fits the criteria.

EXHIBIT: Map of the location, Draft Resolution

KEY ISSUES: N/A

FUNDING SOURCE: Streets and Traffic Control Division Maintenance and Repair Account (1005502 51020) Current Balance: \$2,385,121.30 - Estimated Cost \$200.

STAFF RECOMMENDED COUNCIL ACTION: Approve a resolution authorizing traffic control measures with the addition of a W2-1, advanced street sign on North and South-bound 82nd street, leading to Bishop Road.



RESOLUTION NO. 24-__

A RESOLUTION AUTHORIZING THE INSTALLATION AND/OR REMOVAL OF TRAFFIC CONTROL DEVICES AT CERTAIN DESIGNATED LOCATIONS WITHIN THE CITY OF LAWTON, OKLAHOMA.

WHEREAS, it is deemed desirable to add and/or remove traffic control devices at certain designated locations within the City of Lawton, Oklahoma; and

WHEREAS, specific provisions to regulate traffic control are contained in Chapter 23 of the City Code of the City of Lawton, Oklahoma; and

WHEREAS, it is the opinion of the City Council that the public health, safety and welfare will be preserved by adding and/or removing traffic control devices at certain designated locations within the City of Lawton, Oklahoma.

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

SECTION 1. Pursuant to the authority granted by Section(s) 23-2-201 of the City Code of the City of Lawton, Oklahoma, the following traffic control measures shall be installed and/or removed:

1. Install traffic notification measures at the intersection of SW 82nd Street and SW Bishop Road by installing W2-1 or similar signs on the north and south bound approaches to the intersection.

PASSED and APPROVED by the Mayor and Council of the City of Lawton, Oklahoma, this 28th day of January, 2025.

ATTEST:

DONALYNN BLAZEK-SCHERLER, CITY CLERK STANLEY BOOKER, MAYOR

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

CITY ATTORNEY



City of Lawton

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

Commentary

File #: 25-0008

Agenda Date: 1/28/2025

Agenda No: 6.

ITEM TITLE:

Consider authorizing staff to apply for the Oklahoma Code Enforcement Association Community Improvement Grant in the amount of \$1,500 for the removal of debris in Ward 1.

INITIATOR: Cynthia Williams, Internal Auditor/Grants Coordinator

STAFF INFORMATION SOURCE: Cynthia Williams, Internal Auditor/Grants Coordinator

BACKGROUND: The Community Improvement Grant is a competitive grant funded by the Oklahoma Code Enforcement Association. The grant program is designed to assist municipalities with funding to complete community improvement projects.

EXHIBIT: Community Improvement Grant Application

KEY ISSUES: This community project aligns with the True North Culture of providing a safe environment for Lawton citizens to thrive.

FUNDING SOURCE: CIP funding for beautification

STAFF RECOMMENDED COUNCIL ACTION: Authorize staff to apply for the Oklahoma Code Enforcement Association Community Improvement Grant in the amount of \$1,500 for the removal of debris in Ward 1.



Oklahoma Code Enforcement Association

Community Improvement Grant

\$1,500 Grant Opportunity

To Improve Your Community!

The Oklahoma Code Enforcement Association is offering five \$1,500 grants to cities and towns in Oklahoma, **with an Active OCEA member** for the purpose of community improvement. All types of community improvement projects will be considered – from dumpster rental to clean up a trashy property to supplies to repaint the crosswalks on Main Street to new park benches and more! Although matching funds or in-kind services are encouraged to enhance the project, they are not a reporting requirement for the grant. Money will be reimbursed based on submission of applicable receipts and documentary photos of the project and must be received prior to the end of December 2025. Please complete the online application form for consideration. Contact OCEA Secretary, Janita Hatley with any questions at janita.hatley@normanok.gov

<https://fs12.formsite.com/cchristo/ban05vkw9t/index>

First Name *

Last Name *

Municipality *

Street Address *

City *

State *

Zip Code * 7

Phone Number *

Email Address *

Location of Improvement *

Describe Proposed Project *

How will the project benefit your community? *

Projected Cost? *

Applicant Signature *

clear

City Admin/Mayor/City Manager Signature *

clear



City of Lawton

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

Commentary

File #: 25-0053

Agenda Date: 1/28/2025

Agenda No: 7.

ITEM TITLE:

Consider approving a grant application with the Oklahoma Department of Aerospace and Aeronautics to fund a study on improving air service at the Lawton/Fort Sill Regional Airport.

INITIATOR: Donalynn Blazek-Scherler, City Clerk

INFORMATION SOURCE: Barbara McNally, Lawton/Fort Sill Regional Airport Director

BACKGROUND: The Oklahoma Department of Aerospace and Aeronautics is offering a grant opportunity that can be used to fund an Air Service Development Study. This study would provide critical data on passenger travel patterns, including insights into where passengers are traveling to and from, the extent of passenger leakage to other regional airports, and whether the addition of another airline hub or carrier would be a viable option for the Lawton-Fort Sill market. The grant requires an 80/20 match, meaning the airport will contribute \$7,000 as its share.

EXHIBIT: Grant Application

KEY ISSUES: N/A

FUNDING SOURCE: If the grant is approved, \$7,000.00 would be used from the airport's budget as an 80/20 match.

STAFF RECOMMENDED COUNCIL ACTION: Approve a grant application with the Oklahoma Department of Aerospace and Aeronautics to fund a study on improving air service at the Lawton/Fort Sill Regional Airport.

Oklahoma Department of Aerospace and Aeronautics

STATE GRANT APPLICATION

AIRPORT IMPROVEMENT



Oklahoma Department of Aerospace and Aeronautics
110 N. Robinson Ave., Suite 200
Oklahoma City, Oklahoma 73102
Phone: 405-604-6900

TABLE OF CONTENTS

1. PROJECT INFORMATION 1

2. FUNDING 2

3. EXHIBIT A, Airport Layout Drawing or Project Sketch 5

4. EXHIBITS B, B-1, B-2, and B-3 5

5. EXHIBITS C, C-1, and C-2 5

6. EXHIBIT D, Airport Zoning Regulations 5

7. EXHIBIT E, Sponsor Deposit Verification 6

8. GRANT ASSURANCES 6

 8.1 TIME LIMITS 6

 8.2 EQUAL RIGHTS 6

 8.3 AUTHORITY AND POWER 8

 8.4 RESERVATION OF POWERS 8

 8.5 ESSENTIAL FACILITIES 8

 8.6 SPONSOR FUND AVAILABILITY AND MAINTENANCE 8

 8.7 AIRPORT LAYOUT PLAN 9

 8.8 PROJECT FINANCIAL REPORT REQUIREMENTS 9

 8.9 ACKNOWLEDGMENT 9

 8.10 TERMS AND CONDITIONS 9

 8.11 LIFE OF THE AGREEMENT 13

 8.12 HANGAR CONSTRUCTION PROJECTS 13

 8.13 FUEL SYSTEM CONSTRUCTION PROJECTS 14

9. SIGNATURE BLOCK 15

 EXHIBIT A AIRPORT LAYOUT DRAWING OR PROJECT SKETCH 16

 EXHIBIT B PLANS AND SPECIFICATIONS 17

 EXHIBIT B-1 PROGRAM NARRATIVE 18

 EXHIBIT B-2 PROJECT COSTS 19

 EXHIBIT B-3 PROJECT ENGINEERING 20

 EXHIBIT C STATEMENT OF COMPLIANCE 21

 EXHIBIT C-1 SUSPENDED/DEBARMENT STATEMENT 22

 EXHIBIT C-2 STATUTORY AFFIDAVIT 23

 EXHIBIT D AIRPORT ZONING REGULATIONS 24

 EXHIBIT E SPONSOR DEPOSIT VERIFICATION 25

QUESTIONNAIRE 26

CHECKLIST 28

PROJECT CLOSE-OUT DOCUMENTS 28

 CLOSE OUT REQUIREMENTS 30

 NOTICE OF FINAL INSPECTION 31

 FINAL INSPECTION REPORT 32

 FINAL ACCEPTANCE NOTICE 33

APPLICATION and AGREEMENT

AIRPORT IMPROVEMENT GRANT

OKLAHOMA DEPARTMENT OF AEROSPACE AND AERONAUTICS

110 N. Robinson Ave., Suite 200
Oklahoma City, OKLAHOMA 73102

State Project #: _____

Date: January 6, 2025

1. PROJECT INFORMATION

City of Lawton hereinafter referred to as the (Sponsor) hereby makes application to the Oklahoma Department of Aerospace and Aeronautics (Department) for State Funds for the purpose of aiding in financing a project (hereinafter referred to as Project) for the development of the Airport (hereinafter referred to as Airport) located miles 4 (direction) from the City/Town of Lawton, Comanche County, Oklahoma.

It is proposed that the Project shall consist of the following
(brief project description required):

FUNDING	SPONSOR	STATE (DEPARTMENT)	FEDERAL	TOTAL PROJECT COST
SHARES	\$	\$	\$	\$
	(%)	(%)	(%)	(%)

Round Sponsor share up to the nearest dollar and Department share down to the nearest dollar

The above identified project is depicted on the Airport Layout Plan or Sketch (Exhibit A) and major project items listed on the Project Costs page (Exhibit B-2).

Revised November 21, 2023

2. FUNDING

2.1 Projects funded by State Only Grant

For state grants, the maximum level of participation for the Department shall not exceed 95 percent (95%) of “Total Eligible Project Cost.” The airport sponsor is required to provide a minimum of 5 percent (5%) of the project funding for the airport sponsor matching share.

Projects funded by Federal and State Grant

For FAA grants for projects identified in the Department’s Airport Construction Program, the Department may provide half of the match that is required from the airport sponsor.

For FAA grants for projects identified in the Department’s Airport Construction Program, the Department may provide supplemental state grant funding for project items. The maximum level of participation for the Department in such supplemental funding shall not exceed 95 percent (95%). The airport sponsor is required to provide a minimum of 5 percent (5%) of the supplemental project funding for the airport sponsor matching share.

For non-primary entitlement (NPE) grants or special federal earmarks not identified in the Department’s Airport Construction Program, the Department will not provide half the match that is required from the airport sponsor. If NPE grant funds are transferred from other airport sponsors to an airport sponsor for a project identified in the Department’s Airport Construction Program, the Department may assist with half of any required match from the receiving airport sponsor so long as it will save the Department state funds.

Projects funded by PREP

For funding directed to the Department as a part of the Preserving Rural Economic Prosperity (PREP) program or other similar state program created by the legislature for specifically identified site locations and infrastructure projects of a non-competitive nature within the Oklahoma Airport System the Department may provide funds at a 100 percent (100%) level.

Terminal Building Projects

For terminal building projects, the Department’s maximum cost-share level of participation shall be fifty percent (50%) and shall not exceed \$1,000,000. The airport sponsor is required to provide a dollar-for-dollar airport sponsor matching

share for every dollar the Department provides. Remaining share to complete project could come from any available source.

Hangar Construction Projects

For hangar construction projects, the Department may provide funding via grant or loan.

(A) For state grants the Department's maximum cost-share level of participation shall not exceed forty percent (40%). The airport sponsor is required to provide a minimum 5 percent (5%) for the airport sponsor matching share. Remaining share to complete project could come from any available source.

(B) For state loans the Department's maximum cost-share level of participation shall not exceed seventy percent (70%). The airport sponsor is required to provide a minimum 5 percent (5%) for the airport sponsor matching share. Remaining share to complete project could come from any available source.

Fuel System Construction Projects

For fuel system construction projects, the Department's maximum cost-share level of participation shall be fifty percent (50%) and shall not exceed \$300,000. The airport sponsor is required to provide a minimum of 5 percent (5%) for the airport sponsor matching share. Remaining share to complete project could come from any available source.

- 2.2** The Sponsor shall submit an invoice on a monthly basis to the Department for the Department's share of the project cost as described in Section 2.1. The Department will process payment to the Sponsor for the amount that is justified with required supporting documentation. **The Department will not process any invoices until the Engineering Contract and Amendments, Resident Inspection Contract, and Acceptance Testing Contract (if required) has been submitted. In addition, a Construction Management Program (CMP) is required on all paving construction projects. Department staff reserves the right to request a CMP on other projects. The Department will also not process invoices that do not have the required documentation.** The required documentation consists of the following:

1. ODAA Partial Payment Request Form
2. Copy of the Federal Aviation Administration Invoice Summary (Projects funded by Federal and State Grant)

3. Copies of all vendor invoices.
4. Contractor's Application for Payment (State Form G702 or similarly adapted form)
5. Construction Quantities Report signed by the Engineer-of-record
6. Test invoices for the acceptance tests (8.10.6.3) performed in that period.

2.3 The Department will process payments until 90% of the actual project cost of the Department's share has been reached. The final 10% will not be released until:

1. The final acceptance test summary report (8.10.6.4) has been submitted to the Department.
2. The testing laboratory has submitted all acceptance test reports if requested by the Department.
3. If required by the specifications, a Percentage within specification limits report (8.10.6.5) with supporting computations has been submitted to the Department.
4. Final acceptance and project close-out documents have been submitted to the Department.
5. Copy of the final signed Federal Aviation Administration Outlay Report and Invoice Summary (Projects funded by Federal and State Grant)
6. FAA Grant Closeout Letter (Projects funded by Federal and State Grant)
7. A satisfactory Financial Report has been completed by the Department.

2.4 The Sponsor now has on deposit its share of the funding (\$_____) in a designated account, for use in defraying the costs of the project.

2.5 Change Orders

As described in Oklahoma Administrative Code §25:15-1-4(h) and 25:15-1-4(g) the B-2 form lists line-item project costs that cannot be exceeded. During the course of the construction of a project, change orders and/or supplemental agreements may be necessary to increase or decrease bid or line-item amounts and quantities due to unknown or unforeseen circumstances. A change order and/or supplemental agreement shall be sent to the Department along with a request to amend the approved grant's B-2 line-item or bid item.

1. For change orders and/or supplemental agreements that will not increase the Department's overall share for the project the Director may approve such an amendment to the grant application. Change orders and/or supplemental agreements approved by the Director shall be presented to the Commission at its next regular or special business meeting stating the

reasons for the change order and/or supplemental agreement with such information as the Commission may require.

2. For change orders and/or supplemental agreements involving a total increase to the Department's overall share for the project not to exceed Ten Thousand Dollars (\$10,000) the Director may approve such an amendment to the grant application. Such change orders and/or supplemental agreements approved by the Director shall be presented to the Commission at its next regular or special business meeting stating the reasons for the change order and/or supplemental agreement with such information as the Commission may require.
3. Change orders and/or supplemental agreements involving a total increase to the Department's overall share for the project in excess of Ten Thousand Dollars (\$10,000) must be presented to and approved by the Commission before such an amendment can be made to the grant application.

3. EXHIBIT A, Airport Layout Drawing or Project Sketch

An Airport Layout Drawing (ALD) or sketch showing the area and location of proposed construction or rehabilitation work must be provided by the Sponsor with a construction grant application.

4. EXHIBITS B, B-1, B-2, and B-3

Exhibits are to be filled out by the Sponsor and the Sponsor's Engineer. Exhibits B and B-1 have no specific format. Blank forms for Exhibits B-2 and B-3 are attached. All line items on the Exhibit B-2 are considered to be figures **not to be exceeded**. Any amount expended in excess of each line item will not be considered for payment without a change order or a supplemental agreement approved by the Department. A copy of the bid tabulation signed by the Engineer-of-record must accompany the grant application.

5. EXHIBITS C, C-1, and C-2

Exhibits are to be filled out by the Sponsor or the Sponsor's Engineer. Forms C, C-1, and C-2 are attached.

6. EXHIBIT D, Airport Zoning Regulations

As required by 3 O.S. § 103 each airport shall have airport zoning regulations adopted and enacted in order to regulate and restrict the height of structures or trees and land uses within the airport hazard areas. These airport zoning regulations must be adopted and enacted prior to funding. If the Sponsor has not adopted airport zoning regulations, it shall be part of the next state funded project.

7. EXHIBIT E, Sponsor Deposit Verification

The Sponsor is required to furnish verification to the Department that the Sponsor's funding share has been deposited in a designated account for use in defraying the costs of the project.

8. GRANT ASSURANCES

The grant assurances must remain attached to the agreement and be submitted with, and as a part of, this application and agreement.

In order to furnish the Department the Sponsor's assurances required by the Laws and Regulations, the Sponsor hereby covenants and agrees with the State of Oklahoma as follows:

8.1 TIME LIMITS

The Sponsor agrees that the project for which these funds are requested will be completed **within two years** from the date of grant approval.

8.2 EQUAL RIGHTS

8.2.1 The Sponsor agrees that in its operation of the Airport and all facilities thereon, neither it nor any person or organization occupying space or facilities thereon will discriminate against any person or class of persons by reason of race, sex, color, creed, handicap or national origin in the use of any facility provided for the public on airport property.

8.2.2 The Sponsor will operate the Airport as such for the use and benefit of the public. In furtherance of this covenant (but without limiting its general applicability and effect), the Sponsor specifically agrees that it will keep the Airport open to all types, kinds and classes of users: **Provided**, that the Sponsor may establish such fair, equal, and nondiscriminatory conditions to be met by all users of the Airport as may be necessary for the safe and efficient operation of the Airport: **And Provided Further**, that the Sponsor may prohibit or limit any given type, kind, or class of aeronautical use of the Airport if such action is necessary to serve the civil aviation needs of the public.

8.2.3 In furtherance of this covenant (but without limiting its general applicability and effect), the Sponsor specifically covenants and agrees:

8.2.3.1 That in any agreement,

contract, lease or other arrangement under which a right or privilege at the Airport is granted to any person, firm, or corporation to render any service or furnish any parts, materials, or supplies (including the sale thereof) essential to the operation of aircraft at the Airport, the Sponsor will insert and enforce provisions requiring the contractor to:

8.2.3.1.1 furnish good, prompt and efficient service adequate to meet all demands for its service at the Airport; and

8.2.3.1.2 furnish said service on a fair, equal and nondiscriminatory basis to all users thereof, and,

8.2.3.1.3 charge fair, reasonable and nondiscriminatory prices for each unit of sale or service: **Provided** that the contractor may be allowed to make reasonable and nondiscriminatory discounts, rebates or other similar types or price reductions to volume purchasers.

8.2.3.2 That it will not exercise or grant any right or privilege which would operate to prevent any person, firm, or corporation operating aircraft on the Airport from performing any services on its own aircraft with its own employees (including, but not limited to, maintenance and repair) that it may choose to perform.

8.2.3.3 That if the Sponsor exercises any of the rights or privileges set forth in paragraph 8.2.2 of the Equal Rights Section, it will be bound by and adhere to the condition specified for contractors as set forth in subparagraph 8.2.3 of the Equal Rights Section.

8.2.3.4 Essential facilities, as listed in 8.5 (including night lighting systems, when installed) will be operated in such manner as to assure their availability to all users of the airport.

8.2.4 Nothing contained herein shall be construed to prohibit the granting or exercise of an exclusive right for the furnishing of non aviation products and supplies or any service of a non aeronautical nature.

8.3 AUTHORITY AND POWER

The Sponsor certifies it has the legal authority and power to:

8.3.1 do all things necessary in order to undertake and carry out the Project in conformity with State and Federal Statutes, Acts, and Regulations;

8.3.2 receive, accept and disburse grants of funds from the State of Oklahoma in aid of the Project, in terms and conditions stated in the Laws, Acts, and Regulations; and

8.3.3 carry out all the provisions of this Application and Agreement.

8.4 RESERVATION OF POWERS

The Sponsor will not enter into any transaction which would operate to deprive it of any of the rights and powers necessary to perform any or all of the covenants made herein. If any arrangement is made for management or operation of the Airport by any agency or person other than the Sponsor or an employee of the Sponsor, the Sponsor will reserve sufficient powers and authority to insure that the Airport will be operated and maintained in accordance with these covenants.

8.5 ESSENTIAL FACILITIES

Essential facilities are considered to be the following: a landing area and an aircraft parking area.

8.6 SPONSOR FUND AVAILABILITY AND MAINTENANCE

It has sufficient funds available for that portion of the project costs which are not to be paid by the Department. It has sufficient funds available to assure operation and maintenance of items funded under the grant agreement which it will own or control.

With respect to a project approved after January 1, 1995, for the replacement or reconstruction of pavement at the airport, it assures or certifies that it has implemented an effective airport pavement maintenance-management program and it assures that it will use such program for the useful life of any pavement constructed, reconstructed or repaired with Federal financial assistance at the

airport. It will provide such reports on pavement condition and pavement management programs as the Department determines may be useful.

8.7 AIRPORT LAYOUT PLAN

The Sponsor of an airport included in the National Plan of Integrated Airport System (NPIAS) will keep up to date at all times an approved, reproducible Airport Layout Plan (ALP), showing: airport boundaries, aviation easements, location, and the nature of all existing and proposed airport facilities, structures (such as runways, taxiways, aprons, terminal buildings, hangars, roads) including all proposed extensions and the location of all existing and proposed non aviation areas. The ALP must be prepared in accordance with FAA Advisory Circular 150/5300-13 (most current edition).

The Sponsor will not make or permit to be made any changes or alterations to the Airport or any of its facilities other than in conformity with the ALP as so approved by the Department and/or the FAA, if such changes or alterations might adversely affect the safety, utility, or efficiency of the Airport.

8.8 PROJECT FINANCIAL REPORT REQUIREMENTS

The Department shall prepare a financial report of income and expenditures of **all project funds (Federal, Department, and Sponsor)**. The final 10% of the actual project cost of state grant funds will not be released until a satisfactory financial report has been prepared by the Department.

Records of expenditures shall be maintained by the Sponsor for not less than three (3) years. Access to these records will be provided at the grantees regular place of business.

8.9 ACKNOWLEDGMENT

The Sponsor assures that no work has been started nor has any work been completed on any of the Project(s) for which funds are requested in this Application and Agreement. The Sponsor further acknowledges that the funds will be used only for the purpose described in this Agreement.

8.10 TERMS AND CONDITIONS

Upon execution by the Sponsor and the Department, the offer and acceptance of this grant shall constitute a grant agreement between the Department and the Sponsor. The Department and the Sponsor shall be bound by all of the terms and conditions of the grant agreement and the grant assurances. The Department and the Federal Aviation Administration (FAA) representatives will have access to the

job site and project records at all times. In addition to all other requirements imposed by law or by this agreement, all grants or loans by the Department shall be subject to the following terms and conditions:

8.10.1 The period of the grant or loan agreement shall be twenty (20) years from the date of the Sponsor's acceptance and/or the life of the improvements contemplated under the grant or loan application, whichever is longer.

8.10.2 The airport and/or visual navigational aids shall remain under the Sponsor's control and shall be maintained by the Sponsor in a safe and serviceable condition during the period of this agreement.

8.10.3 The Sponsor assures that all land to be constructed upon is held in clear fee simple title by the Sponsor or is leased from the Federal Government of the United States. The Sponsor assures that, if the land is leased, the lease will be maintained current for a period not less than the life of the agreement. The Sponsor assures that the land, whether leased or held in fee simple, shall be pledged to airport use and shall not be removed in whole or in part from such use without prior written approval from the Department. In addition, airport property as defined in the airport layout plan cannot be transferred by the airport sponsor without the written approval of the Department.

The Sponsor further assures the possession of sufficient land for development, operation and maintenance of the airport or air navigational facility. This requirement shall include the amount of land needed for necessary runways, taxiways, aircraft parking areas and runway protection zones.

8.10.4 Consistent with safety and security requirements, a Sponsor shall make the airport or navigational facility available to all types, kinds and classes of aeronautical use without discrimination between such types, kinds and classes and shall provide adequate public access during the period of this agreement.

8.10.5 The Sponsor shall not grant or permit anyone to exercise an exclusive right for the conduct of any aeronautical activity on or about an airport project landing area. Aeronautical activities include, but are not limited to scheduled airline flights; charter flights, flight instruction;

aircraft sales,
rental and repair; sale of aviation petroleum products; and aerial application. The landing area consists of runways or landing strips, taxiways, parking aprons, roads, airport lighting, and navigational aids.

8.10.6 The Sponsor shall carry out and complete a project without undue delay and in accordance with the plans and specifications submitted to the Department. The Sponsor shall ensure that the following is provided to the Department:

1. On all paving construction projects, the sponsor shall furnish a Construction Management Program (CMP) to the Department prior to the start of construction which shall detail the measures and procedures to be used to comply with the quality control provisions of the construction contract, including, but not limited to, all quality control provisions and tests required by the specifications. Department staff reserves the right to request a CMP on other projects. The CMP shall include as a minimum:
 - a. The name of the person representing the Sponsor who has overall responsibility for contract administration for the Grant and the authority to take necessary actions to comply with the contract.
 - b. Names of testing laboratories and consulting engineer firms with quality control responsibilities on the project, together with a description of the services to be provided.
 - c. Procedures for determining that testing laboratories meet the requirements of the American Society of Testing and Materials standards on laboratory evaluation referenced in the contract specifications (D 3666, C 1077).
 - d. Qualifications of engineering, supervision, and construction inspection personnel.
 - e. A listing of all tests required by the contract specifications, including the type and frequency of tests to be taken, the method of sampling, the applicable test standard, and the acceptance criteria or tolerances permitted for each type of test.
 - f. Procedures for ensuring that the tests are taken in accordance with the program, that they are documented daily, and that the proper corrective actions, where necessary, are undertaken.
2. Weekly Progress Report: The sponsor shall ensure that a weekly progress report is submitted using FAA form 5370-1 to the Department.
3. Acceptance Tests: The Sponsor shall ensure that the acceptance testing laboratory provides a copy of all acceptance tests as and when

the results become available.

4. Summary Report: Upon completion of the project, the Sponsor shall provide the Department a final acceptance test summary report. The report shall document the results of all acceptance tests performed and the location of the material tested. The report shall highlight those acceptance tests that were out-of-tolerance and include the pay reductions applied and reasons for accepting any out-of-tolerance material. An interim test and quality control report shall be submitted, if requested by the Department.
5. When the specifications provide for acceptance based on the method of estimating percentage of material within specification limits (PWL), the Sponsor will submit a final report of PWL computations in accordance with section 110, AC 150/5370-10 (most current version) with the summary report.
6. The Department, at its discretion, reserves the right to conduct independent tests and to reduce grant payments accordingly if such independent tests determine that sponsor test results are inaccurate.

8.10.7 The Sponsor, if requested by the Department, shall submit to the Department annual statements of airport or air navigation facility revenues and expenses.

8.10.8 The Sponsor will comply with the Municipal Airports Act of 1948 (Oklahoma Statutes of 1991, Title 3, Section 65.1 et seq.) and specifically, Sec. 65.12, which requires: "The revenues obtained by a municipality from the ownership, control or operation of any airport or navigation facility, including proceeds from the sale of any airport or portion thereof of air navigation facility property, shall be deposited in a special fund to be designated as the 'Airport Fund', which revenues shall be appropriated solely to, and used by the municipality for, the purposes authorized by this act."

8.10.9 All development of an airport constructed with grant funds shall be consistent with the approved Airport Layout Plan. A reproducible copy of such plan (as specified by the Department) and all subsequent modifications thereto, shall be filed with the Department.

8.10.10 The Sponsor shall comply with the "Public Competitive Bidding Act of 1984" (Oklahoma Statutes of 1991, Title 61, Sec. 101 et

seq.), which relates to the execution of certain public agency contracts, etc.

8.10.11 After actual bids on the project are received, a tabulation of all bids on the project must be signed by the Engineer-of-record and must accompany the grant application.

8.10.12 When airport lighting is part of a project, the Sponsor shall operate such lighting from sunset to sunrise either manually or by remote control.

8.10.13 The Department shall not be a party to any contract or commitment which a Sponsor may enter into or assume in carry out a project.

8.10.14 It being further understood and agreed that should the Sponsor fail to do those things herein described and approved and within the time frame prescribed, that said funds shall, without notice, be withdrawn and revert to the Department. It is the Sponsor's responsibility, when delays or problems are encountered, to notify the Department and request from the Department a written time extension and/or deviation.

8.11 LIFE OF THE AGREEMENT

The covenants and assurances shall become effective upon acceptance by the Sponsor of an offer of State aid for the Project or any portion thereof, made by the Department, and shall constitute a part of the Project Agreement thus formed. These covenants and assurances shall remain in full force and effect throughout the useful life of the facilities developed under this Project; but, in any event a minimum of twenty (20) years from the date of said acceptance of this offer of State aid for the Project.

8.12 HANGAR CONSTRUCTION PROJECTS

8.12.1 The Sponsor will ensure any hangars built using Department funds will receive fair market rental rates compared to similar hangar facilities at airports that have similar amenities and capabilities within the region in which that airport is located.

8.12.2 The Sponsor agrees to include in any rental agreement the most up-to-date Federal Aviation Administration hangar use policy and agrees to actively enforce that policy to its full effect.

8.12.3 The Sponsor agrees that any hangar built using Department funds will not be used as a permanent or semi-permanent residence. Hangars may have crew quarters for intermittent overnight stays at the discretion of the Sponsor.

8.12.4 The Sponsor will include in any rental agreement that the aircraft based in a hangar built using Department funds will be in compliance with federal airworthiness requirements and have complied with state aircraft excise tax and aircraft registration requirements.

8.13 FUEL SYSTEM CONSTRUCTION PROJECTS

The airport sponsor understands that fuel systems funded by the Department must be operated by the public airport sponsor and not a third party entity or contractor.

9. SIGNATURE BLOCK

IN WITNESS WHEREOF, the Sponsor has caused this APPLICATION AND ASSURANCES to be duly executed in its name, this _____ day of _____, _____.

SPONSOR'S ACCEPTANCE:
(Mayor, City Manager or other designated official)

TRUST, IF REQUIRED:

Signature

Signature

Name and Title

Name and Title

Address

Address

City/Town, State, Zip

City/Town, State, Zip

NOTE: APPLICATION MUST BE SIGNED BY MAYOR, CITY MANAGER, OR OTHER DESIGNATED PERSON WHO IS AUTHORIZED TO SIGN CONTRACTS FOR THE SPONSOR. IF THE DAY TO DAY ADMINISTRATION OF THE AIRPORT IS PERFORMED BY A TRUST, THE CHAIRMAN OF THE TRUST MUST ALSO SIGN THE APPLICATION.

DO NOT WRITE BELOW THIS LINE

The work and expenditure of funds in the amount of \$_____ were approved in a regular, convened meeting of the Oklahoma Department of Aerospace and Aeronautics on the _____ day of _____, _____. By its approval, the Commission

authorized the Director to execute this agreement.

Executive Director
Oklahoma Department of Aerospace and Aeronautics

EXHIBIT A AIRPORT LAYOUT DRAWING OR PROJECT SKETCH

EXHIBIT B PLANS AND SPECIFICATIONS

EXHIBIT B-1 PROGRAM NARRATIVE

EXHIBIT B-2 PROJECT COSTS

AIRPORT: _____

PROJECT #: _____

CITY: _____

DATE: _____

PROJECT DESCRIPTION: _____

Item Description	Amount	Ineligible Amount	Remarks
(a) Advertising			
(b) Engineering			
(c) Construction Admin/Grant Admin			
(d) Testing			
(e) Inspection			
(f) Other: Independent Fee Estimate			
(g) Other:			
(h) Other:			
(i) Construction (attach bid tabs)			
(j) Base Bid			
(k) Alternate 1 Bid			
(l) Alternate 2 Bid			
(m) Alternate 3 Bid			
(n) Alternate 4 Bid			
(o) Other:			
(p) TOTAL ELIGIBLE PROJECT COST			
(q) Ineligible Costs:			
Sponsor Share	State Share:	Federal Share:	Total Project Cost:
\$	\$	\$	\$
(%)**	(%)	(%)	

(For funding share information, see section 2.0 Funding) Note: Sponsor share cannot be lower than 5%

Note: The Department will only participate in costs identified in the contracts

Round Sponsor share up to the nearest dollar and Department share down to the nearest dollar

EXHIBIT B-3 PROJECT ENGINEERING

(Project Engineer to provide the following information)

Here are the costs which would be incurred in providing the engineering data necessary to make an investigation, testing, estimates, prepare plans and specifications, supervise award of contract, prepare contract, stake the work, supervise the work, make final inspection and final contract estimates for:

(Name of Airport and Project)

An outline of the work to be performed is as follows:

For Federal Aviation Administration (FAA) funded projects the work will be accomplished in accordance with the FAA Standards for Specifying Construction of Airports (current edition). The work may be accomplished in accordance with the Oklahoma Department of Transportation Standard Specifications (current edition), with prior written approval by FAA.

The engineering fees will not exceed \$_____.

Name of Engineering Firm

Signature of Engineer

EXHIBIT C STATEMENT OF COMPLIANCE

The Sponsor is in compliance with all terms and conditions of any agreement with the State of Oklahoma related to the development, operation or maintenance of an airport owned by the Sponsor.

_____ Signature (Mayor, City Manager or designated Official)	_____ Signature (Mayor, City Manager or designated Official)
_____ Name and Title	_____ Name and Title
_____ Date	_____ Date
_____ Sponsor's Federal Identification Number	_____ Sponsor's Federal Identification Number

NOTE: To be signed by same person(s) that signs the Application and Assurances.

EXHIBIT C-1 SUSPENDED/DEBARMENT STATEMENT

The Sponsor hereby specifically agrees that it shall not award the contract for which this grant is given, nor shall bidding documents be given to any contractor which or who is subject to suspension or debarment by the U.S. Department of Transportation or any of its agencies, or the Oklahoma Department of Transportation at the time of the bidding or award of the contract. Violation of this provision shall void this grant.

Signature (Mayor, City Manager or designated Official)

Signature (Mayor, City Manager or designated Official)

Name and Title

Name and Title

Date

Date

Sponsor's Federal Identification Number

Sponsor's Federal Identification Number

NOTE: To be signed by same person(s) that signs the Application and Assurances.

EXHIBIT C-2 STATUTORY AFFIDAVIT

STATE OF OKLAHOMA

COUNTY OF _____.

AFFIDAVIT

_____ and _____
(Type name) (Type name)

of lawful age, and having been first duly sworn, on oath, states:

1. That (s)he/they is/are the agent authorized by the Sponsor to submit the attached Grant Application to the State of Oklahoma.
2. That the Sponsor has not paid, given, or donated or agreed to pay, give, or donate to any officer or employee of the State of Oklahoma any money or other thing of value, either directly or indirectly, in the procuring of the grant.
3. That no person who has been involved in any manner in the development of this grant while employed by the State of Oklahoma shall be employed to fulfill any of the services provided for under this contract.
4. That, to the best of his/her/their knowledge and belief, the Sponsor has not previously submitted a grant request to the Oklahoma Department of Aerospace and Aeronautics or any other agency of the State of Oklahoma which would result in a substantial duplication of the project proposed in the Grant Application and Assurances.

Affiant (Signature of Mayor, City Manager
or designated Official)

Affiant (Signature of Trust, if required)

Subscribed and sworn to before me this _____ day of _____, _____.

Seal

Notary Public

My commission expires: _____

NOTE: To be signed by the same person(s) that signs Application and Assurances.

EXHIBIT D AIRPORT ZONING REGULATIONS

Indicate if the city has adopted Airport Zoning Regulations, date it was adopted and if a copy is on file with the Oklahoma Department of Aerospace and Aeronautics.

EXHIBIT E SPONSOR DEPOSIT VERIFICATION
PLEASE READ CAREFULLY

SPONSOR: _____ DATE: _____
AIRPORT NAME: _____ STATE PROJECT #: _____

This form provides verification to the Oklahoma Department of Aerospace and Aeronautics that the Sponsor's share has been deposited in a designated account, however it does not have to be a designated airport-only account. The funds will be for use in defraying the costs of the project.

This form must be completed and submitted as part of the grant application to the Oklahoma Department of Aerospace and Aeronautics.

_____ Account Number
_____ Type of Account

_____ Financial Institution (Please print)
_____ Bank Representative (Please print)
_____ Title of Representative (Please print)
_____ Signature of Representative
_____ Address
_____ Phone

_____ Name of Sponsor (Please print)
_____ Sponsor Official (Please print)
_____ Title of Official (Please print)
_____ Signature of Official
_____ Address
_____ Phone

QUESTIONNAIRE

(PLEASE TYPE OR PRINT ANSWERS)

1. City _____ Airport _____

2. Official point of contact for the Sponsor:

Name _____

Address _____

Telephone Number _____

Official Position _____

Email _____

3. Sponsor contact that can verify payment information:

Name _____

Address _____

Telephone Number _____

Official Position _____

Email _____

4. State payments should be made to: _____

5. Method of performance: Contract and/or Force Account _____

6. Number of aircraft based at the airport _____

7. Is the Airport operated by a Trust Authority? If yes, provide the name of the Trust Authority and a copy of the Trust Agreement.

8. Is there a Fixed Base Operator(s) on the Airport? If yes:

Name _____

Address _____

Telephone Number _____

9. Will financial assistance from a Federal source be required? Yes ____ No ____

10. Name of your State _____

Senator:

11. Name of your State Representative: _____

CHECKLIST

When completed, this Checklist becomes a part of the Grant Application and Agreement.

Answer **yes** or **no** on the appropriate lines. Sign the document.

1. Is the Application properly signed and dated _____
2. Is Exhibit A attached _____
3. Are Exhibits B and B-1 attached _____
4. Are Exhibits B-2 and B-3 attached _____
5. Are Exhibits C, C-1, and C-2 attached _____
6. Is Exhibit D attached _____
7. Is Exhibit E attached _____
8. Have all questions been answered on the Questionnaire _____
9. Are yearly funds allocated for airport maintenance _____
10. Have you furnished the names of your Senator and Representative _____
11. Has any work been started on this project _____
12. If the answer to any of the above questions (except #11) is no, explain below or on an attached sheet of paper.

Checklist completed by:

Name _____

Position _____

Telephone Number _____

PROJECT CLOSE-OUT DOCUMENTS

**Close-out documents are to be retained by the Sponsor
until the project is completed.**

CLOSE OUT REQUIREMENTS

At the completion of a construction project, the following documentation must be provided to the Department before the balance of grant funds (ten percent of the approved grant total) can be released by the Department:

1. **Final Inspection Forms**

Once a construction project is completed, a final inspection and acceptance of the project are required. The Department must be made aware of the time and place of the final inspection, in writing. Two weeks' notice is preferred. One of the Department's staff must be in attendance. The following three forms are to be submitted to the Department for the final inspection/final acceptance process.

- a. Notice of Final Inspection
- b. Final Inspection Report
- C. Project Acceptance

2. **Project Financial Report**

A financial report of the project must be prepared by the Department before the balance of funds can be considered for release by the Department. For more information, see the "Project Financial Report Requirements" in section 8.8 of the grant application.

3. **Updated Airport Layout Plan**

If an update to the Airport Layout Plan (ALP) is identified in Exhibit B-2 of the grant agreement, a copy of the preliminary updated ALP, that is submitted to the FAA for approval, must be received by the Department.

4. **Material Test Results**

Prior to final acceptance of the project, documentation of materials and construction quality acceptance tests required by project plans and specifications will be provided to the Department by the Sponsor or the Sponsor's Engineer.

NOTICE OF FINAL INSPECTION

Date: _____

Project Number: _____

Airport: _____

TO: Oklahoma Department of Aerospace & Aeronautics
110 N. Robinson Ave., Suite 200
Oklahoma City OK 73102
(405) 604-6900 – phone
(405) 604-6919 – fax

FROM: _____
Project Engineer, Mayor, City Manager

Address

City/Town and Zip Code

Area Code and Phone Number

This is to advise you that the above referenced project is complete and ready for final inspection.

The final inspection is scheduled to begin at: _____
(Time)

On: _____ at: _____
(Date) (Location)

Prior to making this request, I have carefully gone over this project and have found there to be no known plan omissions and that the work is complete and in reasonably close conformity with approved plans and specifications.

Signature of above named person

Title of above named person

FINAL INSPECTION REPORT

Date: _____ Project No: _____ Airport: _____

TO: Oklahoma Department of Aerospace & Aeronautics
 110 N. Robinson Ave., Suite 200
 Oklahoma City OK 73102
 (405) 604-6900 – phone
 (405) 604-6919 – fax

FROM: _____
 Project Engineer, Mayor, City Manager

 Address

 City/Town and Zip Code

 Area Code and Phone Number

Final inspection on the above project was made by _____
 (Project Engineer, Mayor, City Manager)

On: _____ at: _____
 (Date) (Location)

Personnel attending inspection:

name-title-organization	name-title-organization

The project was found acceptable with the following exceptions: _____

Anticipated completion date for above exceptions: _____.

 Signature of above named person Title of above named person

FINAL ACCEPTANCE NOTICE

Date: _____

Project Number: _____

Airport: _____

TO: Oklahoma Department of Aerospace & Aeronautics
110 N. Robinson Ave., Suite 200
Oklahoma City OK 73102
(405) 604-6900 – phone
(405) 604-6919 – fax

FROM: _____
Project Engineer, Mayor, City Manager

Address

City/Town and Zip Code

Area Code and Phone Number

This is to advise you that the exceptions found at the final inspection have been completed or corrected. The project is accepted by:

Signature of Sponsor

Title of above named person

Signature of Engineer of record

Title of above named person

On: _____
(Date)

at: _____
(Location)

NOTE: If no exceptions are found at the Final Inspection, submit this form at the same time the Final Inspection is completed, showing acceptance of the Project.

END



City of Lawton

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

Commentary

File #: 24-2250

Agenda Date: 1/28/2025

Agenda No: 8.

ITEM TITLE:

Consider awarding a contract in the amount of \$4,005,180 to King Solution Services, LLC, for the construction of PU2413 2024 Sewer Rehabilitation Phase I Construction Project to rehabilitate approximately 15,990 LF of high maintenance sewer lines throughout the city.

INITIATOR: Rusty Whisenhunt, Public Utilities Director

STAFF INFORMATION SOURCE: Rusty Whisenhunt, Public Utilities Director

BACKGROUND: City of Lawton entered into a Master Service Agreement with Jacobs Engineering Group, INC, on June 27th, 2023. Amendment Number 7 includes sewer main replacement by pipe bursting and manhole replacement throughout the City of Lawton, to include surveying, preliminary design, final design, preparation of construction documents, bidding assistance and construction support services for the workorder issued or as amended for Professional Engineering Services. Amendment No. 7 was approved at City Council on February 27, 2024.

Jacobs Engineering completed design of the sewer line replacements throughout town, which will be approximately 15,990 linear feet of lines. On October 22, 2024, City Council approved the plans and specifications and authorized advertisement for PU2413 2024 Sewer Rehabilitation Phase I.

The project advertised in the local newspaper on October 23, 2024 and October 30, 2024. A non-mandatory pre-bid conference was held on Friday, November 8th, 2024, at 1:30 pm in the Public Utilities Conference Room. A Bid open was publicly held at City Hall on December 3rd, 2024, at 2 pm. A total of four (4) bids were received.



BID TAB					
	Engineer's Estimate	King Solution Services, LLC.	Horseshoe Construction, Inc.	PM Construction & Rehab, LLC.	Bo Simon, Inc.
Total Base Bid	\$4,312,050.00	\$4,005,180.00	\$4,067,310.00	\$4,201,134.00	\$5,802,400.00
Additional time after NTP	-	15	0	42	45

After reviewing the bid documents, it is recommended to award the project to King Solution Services, LLC, who submitted the lowest responsive and responsible bid for the project. Jacobs Engineering Group, INC, recommends awarding the project to King Solution Services, LLC, in the amount of \$4,005,180.00 for the construction of PU2413 2024 Sewer Rehabilitation Phase I Construction project.

This project aligns with our goal to uphold the standard of Safe Community for the citizens of Lawton as stated in the True North Culture Statement.

EXHIBIT: Recommendation of Award, Bid Tabulation, Construction Contract, and Maps of Project Locations

KEY ISSUES: Does City Council wish to award a contract in the amount of \$4,005,180 to King Solution

Services, LLC, for the construction of PU2413 2024 Sewer Rehabilitation Phase I Construction Project to rehabilitate approximately 15,990 LF of high maintenance sewer lines throughout the city?

FUNDING SOURCE: \$25mil CWSRF Loan ORF-24-0061-CW: \$18,000,000 (current available in loan) - \$4,005,180 (estimated cost of this project) = \$13,994,820 (remaining balance to be used for future projects)

STAFF RECOMMENDED COUNCIL ACTION: Award a contract in the amount of \$4,005,180 to King Solution Services, LLC, for the construction of PU2413 2024 Sewer Rehabilitation Phase I Construction Project to rehabilitate approximately 15,990 LF of high maintenance sewer lines throughout the city.

Recommendation of Award

Date:	December 30, 2024	1999 Bryan Street
Project name:	Sewerline Replacement Project – PU 2413	Suite 3500
Attention:	Rusty Whisenhunt, P.E. Director of Public Utilities	Dallas, TX 75201
Company:	City of Lawton	United States
		T +1.214.638.0145
		F +1.214.638.0447
		www.jacobs.com

Dear Rusty,

The bids received on December 3, 2024 for the subject project have been reviewed and it is recommended that the contract be awarded to King Solution Services, LLC (King Solution). The bid tabulation is attached, and details of the evaluation are as follows:

- All the documents from the bid checklist for King Solution were included.
- Signed bid: A corporate stamp was not included, but King Solution Services is an LLC according to the bid bond. Our understanding is that the City of Lawton may choose to accept bids without a corporate seal for an LLC.
- King Solution's bid was 7.1% lower than the Engineer's estimate. This appears to be acceptable after discussion with the contractor and their references, further explained as follows:
 - The unit cost for mobilization and HDPE pipe bursting were the main factors in the lower total bid. The pipe bursting unit costs from their bid were \$25-30 lower per linear foot than the engineers estimate.
 - No evidence was found indicating that the bid has been intentionally unbalanced.
 - Conversations with the Contractor's Project Manager indicate that King Solution fully supports its bid, and that it intends to perform the work at the prices bid due to their extensive experience with pipe bursting.
 - The separation from the next lowest bidder was approximately 2%. Three of the bids were relatively close, within 5% of each other.
- The King Solution bid lists NTP start within 15 days, which does not appear to be detrimental to the City's schedule goals for completing this work and is therefore considered acceptable.
- Contractor qualifications to do the work are seen as acceptable, with an extensive number and applicable projects being shown of similar size and complexity.
 - The Contractor's references indicated that they have the needed experience and capability to do the work.
 - Kings Solution's reference project clients returned positive reviews when asked how they handled schedule impacts, field issues, and change orders and all stated they would hire them again.

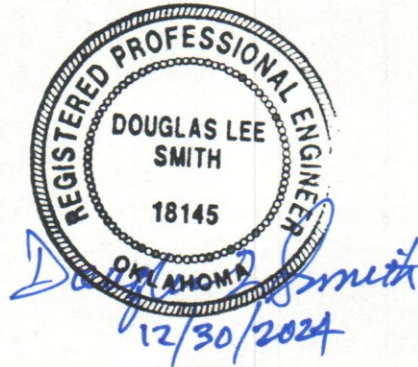
Memorandum

- o The only comment on previous work was concern with restoration not being done in a timely manner. This can be discussed with the Contractor's Project Manager to ensure restoration is performed before more work areas are started.

Regards,

Douglas L. Smith

Douglas L. Smith, P.E.
Project Manager
817-735-6065
doug.smith3@jacobs.com



Itemized Bid Tabulations													
Item #	Est. QTY	Unit	Description	Engineer's Estimate		King Solution Services, LLC.		Horseshoe Construction, Inc.		PM Construction & Rehab, LLC		Bo Simon, Inc.	
				Unit Price	Item Total	Unit Price	Item Total	Unit Price	Item Total	Unit Price	Item Total	Unit Price	Item Total
18.1A	1	LS	Mobilization	\$250,000	\$250,000	\$85,000	\$85,000	\$400,000	\$400,000	\$560,144	\$560,144	\$175,000	\$175,000
18.1B	1	LS	Demobilization	\$100,000	\$100,000	\$21,500	\$21,500	\$5,000	\$5,000	\$13,303	\$13,303	\$50,000	\$50,000
18.2A	10	LF	6" Sanitary Sewer Pipe, PVC by Open Cut	\$100	\$1,000	\$78	\$780	\$350	\$3,500	\$131	\$1,310	\$180	\$1,800
18.2B	500	LF	8" Sanitary Sewer Pipe, PVC	\$130	\$65,000	\$98	\$49,000	\$145	\$72,500	\$144	\$72,000	\$200	\$100,000
18.2C	310	LF	8" Sanitary Sewer Pipe, PVC by Open Cut - Allowance	\$130	\$40,300	\$98	\$30,380	\$125	\$38,750	\$144	\$44,640	\$200	\$62,000
18.2D	70	LF	8" Sanitary Sewer Pipe, HDPE by Open Cut	\$150	\$10,500	\$98	\$6,860	\$145	\$10,150	\$150	\$10,500	\$200	\$14,000
18.2E	110	LF	8" Sanitary Sewer Pipe, HDPE by Open Cut - Allowance	\$150	\$16,500	\$98	\$10,780	\$125	\$13,750	\$150	\$16,500	\$200	\$22,000
18.2F	10	LF	10" Sanitary Sewer Pipe, PVC by Open Cut	\$150	\$1,500	\$135	\$1,350	\$175	\$1,750	\$157	\$1,570	\$220	\$2,200
18.2G	20	LF	10" Sanitary Sewer Pipe, PVC by Open Cut - Allowance	\$150	\$3,000	\$135	\$2,700	\$165	\$3,300	\$157	\$3,140	\$220	\$4,400
18.2H	10	LF	12" Sanitary Sewer Pipe, PVC	\$175	\$1,750	\$150	\$1,500	\$200	\$2,000	\$163	\$1,630	\$240	\$2,400
18.2I	10	LF	12" Sanitary Sewer Pipe, PVC by Open Cut - Allowance	\$175	\$1,750	\$150	\$1,500	\$190	\$1,900	\$163	\$1,630	\$240	\$2,400
18.2J	12490	LF	8" Sanitary Sewer Pipe, HDPE	\$125	\$1,561,250	\$95	\$1,186,550	\$110	\$1,373,900	\$79	\$986,710	\$150	\$1,873,500
18.2K	1250	LF	8" Sanitary Sewer Pipe, HDPE by Pipe Bursting - Allowance	\$125	\$156,250	\$95	\$118,750	\$100	\$125,000	\$79	\$98,750	\$150	\$187,500
18.2L	360	LF	10" Sanitary Sewer Pipe, HDPE by Pipe Bursting	\$150	\$54,000	\$125	\$45,000	\$140	\$50,400	\$84	\$30,240	\$150	\$54,000
18.3A	600	LF	Trench & Backfill	\$30	\$18,000	\$15	\$9,000	\$30	\$18,000	\$26	\$15,600	\$40	\$24,000
18.3B	100	CY	Aggregate Backfill - Allowance	\$100	\$10,000	\$15	\$1,500	\$40	\$4,000	\$78	\$7,800	\$50	\$5,000
18.3C	100	CY	Unclassified Excavation -	\$100	\$10,000	\$50	\$5,000	\$20	\$2,000	\$78	\$7,800	\$10	\$1,000
18.4A	75	EA	Standard Depth Manhole (8- ft)	\$10,000	\$750,000	\$13,000	\$975,000	\$9,000	\$675,000	\$13,068	\$980,100	\$8,500	\$637,500
18.4B	8	EA	Standard Depth Manhole (8- ft) - Allowance	\$10,000	\$80,000	\$13,000	\$104,000	\$8,000	\$64,000	\$13,068	\$104,544	\$8,500	\$68,000
18.4C	110	VF	Manhole Extra Depth	\$500	\$55,000	\$350	\$38,500	\$500	\$55,000	\$523	\$57,530	\$200	\$22,000
18.4D	11	VF	Manhole Extra Depth - Allowance	\$500	\$5,500	\$350	\$3,850	\$400	\$4,400	\$523	\$5,753	\$200	\$2,200
18.6A	72	EA	Remove Existing Manhole	\$800	\$57,600	\$1200	\$86,400	\$600	\$43,200	\$2614	\$188,208	\$3500	\$252,000
18.6B	8	EA	Remove Existing Manhole - Allowance	\$800	\$6,400	\$1200	\$9,600	\$500	\$4,000	\$2614	\$20,912	\$3500	\$28,000
18.8	40	SY	Asphalt Paving	\$250	\$10,000	\$125	\$5,000	\$300	\$12,000	\$196	\$7,840	\$100	\$4,000
18.9A	340	SY	Concrete Paving Removal/Replacement	\$300	\$102,000	\$180	\$61,200	\$300	\$102,000	\$261	\$88,740	\$75	\$25,500
18.9B	40	SY	Sidewalk Removal/Replacement	\$200	\$8,000	\$65	\$2,600	\$180	\$7,200	\$196	\$7,840	\$75	\$3,000
18.11A	520	LF	4" Sewer Service Line -	\$40	\$20,800	\$48	\$24,960	\$25	\$13,000	\$65	\$33,800	\$50	\$26,000
18.11B	10	LF	6" Sewer Service Line - Allowance	\$50	\$500	\$60	\$600	\$32	\$320	\$21	\$210	\$65	\$650
18.12A	260	EA	4" Sewer Service Connection	\$1,000	\$260,000	\$1,850	\$481,000	\$1,000	\$260,000	\$321	\$83,460	\$5,200	\$1,352,000
18.12B	26	EA	4" Sewer Service Connection - Allowance	\$1,000	\$26,000	\$1,850	\$48,100	\$800	\$20,800	\$291	\$7,566	\$5,200	\$135,200
18.12C	2	EA	6" Sewer Service Connection - Allowance	\$1,000	\$2,000	\$2,800	\$5,600	\$1,000	\$2,000	\$534	\$1,068	\$5,200	\$10,400
18.13A	20	EA	Gas Meter Relocation	\$1,200	\$24,000	\$3,000	\$60,000	\$2,250	\$45,000	\$3,267	\$65,340	\$1,500	\$30,000
18.13B	400	LF	Gas Meter Relocation -	\$30	\$12,000	\$45	\$18,000	\$150	\$60,000	\$26	\$10,400	\$40	\$16,000
18.14A	1400	LF	Chain Link Fence Removal/Replacement,	\$35	\$49,000	\$18	\$25,200	\$25	\$35,000	\$52	\$72,800	\$30	\$42,000
18.14B	140	LF	Chain Link Fence Removal/Replacement, Reused Material - Allowance	\$35	\$4,900	\$18	\$2,520	\$20	\$2,800	\$52	\$7,280	\$30	\$4,200
18.14C	500	LF	Wood Fence	\$25	\$12,500	\$14	\$7,000	\$25	\$12,500	\$52	\$26,000	\$25	\$12,500
18.14D	250	LF	Wood Fence Removal/Replacement, Reused Material - Allowance	\$25	\$6,250	\$14	\$3,500	\$20	\$5,000	\$52	\$13,000	\$25	\$6,250
18.14E	500	LF	Wood Fence Removal/Replacement, New	\$50	\$25,000	\$20	\$10,000	\$90	\$45,000	\$65	\$32,500	\$25	\$12,500
18.14F	50	LF	Wood Fence Removal/Replacement, New Material - Allowance	\$50	\$2,500	\$20	\$1,000	\$75	\$3,750	\$65	\$3,250	\$5	\$250
18.15A	2300	LF	Temporary Fencing	\$10	\$23,000	\$5	\$11,500	\$10	\$23,000	\$20	\$46,000	\$5	\$11,500
18.15B	230	LF	Temporary Fencing -	\$10	\$2,300	\$5	\$1,150	\$8	\$1,840	\$20	\$4,600	\$5	\$1,150
18.16	340	SY	Gravel Driveway/Street Repair	\$50	\$17,000	\$50	\$17,000	\$40	\$13,600	\$105	\$35,700	\$10	\$3,400
18.17	50	CI	Tree Removal - Allowance	\$200	\$10,000	\$125	\$6,250	\$10	\$500	\$261	\$13,050	\$1000	\$50,000
18.18	1	LS	Erosion Control	\$25,000	\$25,000	\$10,500	\$10,500	\$500	\$500	\$376	\$376	\$35,000	\$35,000
4.2	2000	SY	Grassing (solid slab sod)	\$12	\$24,000	\$9	\$18,000	\$20	\$40,000	\$10	\$20,000	\$20	\$40,000
18.19	1	LS	Work Change Directive (Allowance)	\$390,000	\$390,000	\$390,000	\$390,000	\$390,000	\$390,000	\$390,000	\$390,000	\$390,000	\$390,000
Total Bid				\$4,312,050	\$4,005,180	\$4,067,310	\$4,201,134	\$5,802,400					
Additional time after NTP (days)						15	0	43	45				



City of
Lawton

Powerline Replacement Project - **PU2413**

Tuesday, December 3rd 2024

BID TAB

	Engineer's Estimate	King Solution Services, LLC.	Horseshoe Construction, Inc.	PM Construction & Rehab, LLC.	Bo Simon, Inc.
Total Base Bid	\$4,312,050.00	\$4,005,180.00	\$4,067,310.00	\$4,201,134.00	\$5,802,400.00
Additional time after NTP	-	15	0	42	45



BID OPENING DATE: Tuesday, December 3rd, 2024
 PROJECT: Sewerline Replacement Project - PU2413

Itemized Bid Tabulations

Engineer's Estimate						King Solution Services, LLC.						Horseshoe Construction, Inc.					
Item #	Est. QTY	Unit	Description	Unit Price	Item Total	Item #	Est. QTY	Unit	Description	Unit Price	Item Total	Item #	Est. QTY	Unit	Description	Unit Price	Item Total
18.1A	1	LS	Mobilization	\$250,000	\$250,000	18.1A	1	LS	Mobilization	\$85,000	\$85,000	18.1A	1	LS	Mobilization	\$400,000	\$400,000
18.1B	1	LS	Demobilization	\$100,000	\$100,000	18.1B	1	LS	Demobilization	\$21,500	\$21,500	18.1B	1	LS	Demobilization	\$5,000	\$5,000
18.2A	10	LF	6" Sanitary Sewer Pipe, PVC by Open Cut	\$100	\$1,000	18.2A	10	LF	6" Sanitary Sewer Pipe, PVC by Open Cut	\$78	\$780	18.2A	10	LF	6" Sanitary Sewer Pipe, PVC by Open Cut	\$350	\$3,500
18.2B	500	LF	8" Sanitary Sewer Pipe, PVC	\$130	\$65,000	18.2B	500	LF	8" Sanitary Sewer Pipe, PVC	\$98	\$49,000	18.2B	500	LF	8" Sanitary Sewer Pipe, PVC	\$145	\$72,500
18.2C	310	LF	8" Sanitary Sewer Pipe, PVC by Open Cut -	\$130	\$40,300	18.2C	310	LF	8" Sanitary Sewer Pipe, PVC by Open Cut -	\$98	\$30,380	18.2C	310	LF	8" Sanitary Sewer Pipe, PVC by Open Cut -	\$125	\$38,750
18.2D	70	LF	8" Sanitary Sewer Pipe, HDPE by Open Cut	\$150	\$10,500	18.2D	70	LF	8" Sanitary Sewer Pipe, HDPE by Open Cut	\$98	\$6,860	18.2D	70	LF	8" Sanitary Sewer Pipe, HDPE by Open Cut	\$145	\$10,150
18.2E	110	LF	8" Sanitary Sewer Pipe, HDPE by Open Cut -	\$150	\$16,500	18.2E	110	LF	8" Sanitary Sewer Pipe, HDPE by Open Cut -	\$98	\$10,780	18.2E	110	LF	8" Sanitary Sewer Pipe, HDPE by Open Cut -	\$125	\$13,750
18.2F	10	LF	10" Sanitary Sewer Pipe, PVC by Open Cut	\$150	\$1,500	18.2F	10	LF	10" Sanitary Sewer Pipe, PVC by Open Cut	\$135	\$1,350	18.2F	10	LF	10" Sanitary Sewer Pipe, PVC by Open Cut	\$175	\$1,750
18.2G	20	LF	10" Sanitary Sewer Pipe, PVC by Open Cut -	\$150	\$3,000	18.2G	20	LF	10" Sanitary Sewer Pipe, PVC by Open Cut -	\$135	\$2,700	18.2G	20	LF	10" Sanitary Sewer Pipe, PVC by Open Cut -	\$165	\$3,300
18.2H	10	LF	12" Sanitary Sewer Pipe, PVC	\$175	\$1,750	18.2H	10	LF	12" Sanitary Sewer Pipe, PVC	\$150	\$1,500	18.2H	10	LF	12" Sanitary Sewer Pipe, PVC	\$200	\$2,000
18.2I	10	LF	12" Sanitary Sewer Pipe, PVC by Open Cut -	\$175	\$1,750	18.2I	10	LF	12" Sanitary Sewer Pipe, PVC by Open Cut -	\$150	\$1,500	18.2I	10	LF	12" Sanitary Sewer Pipe, PVC by Open Cut -	\$190	\$1,900
18.2J	12490	LF	8" Sanitary Sewer Pipe, HDPE	\$125	\$1,561,250	18.2J	12490	LF	8" Sanitary Sewer Pipe, HDPE	\$95	\$1,186,550	18.2J	12490	LF	8" Sanitary Sewer Pipe, HDPE	\$110	\$1,373,900
18.2K	1250	LF	8" Sanitary Sewer Pipe, HDPE by Pipe Bursting -	\$125	\$156,250	18.2K	1250	LF	8" Sanitary Sewer Pipe, HDPE by Pipe	\$95	\$118,750	18.2K	1250	LF	8" Sanitary Sewer Pipe, HDPE by Pipe	\$100	\$125,000
18.2L	360	LF	10" Sanitary Sewer Pipe, HDPE by Pipe Bursting	\$150	\$54,000	18.2L	360	LF	10" Sanitary Sewer Pipe, HDPE by Pipe	\$125	\$45,000	18.2L	360	LF	10" Sanitary Sewer Pipe, HDPE by Pipe	\$140	\$50,400
18.3A	600	LF	Trench & Backfill	\$30	\$18,000	18.3A	600	LF	Trench & Backfill	\$15	\$9,000	18.3A	600	LF	Trench & Backfill	\$30	\$18,000
18.3B	100	CY	Aggregate Backfill - Allowance	\$100	\$10,000	18.3B	100	CY	Aggregate Backfill - Allowance	\$15	\$1,500	18.3B	100	CY	Aggregate Backfill - Allowance	\$40	\$4,000
18.3C	100	CY	Unclassified Excavation -	\$100	\$10,000	18.3C	100	CY	Unclassified Excavation -	\$50	\$5,000	18.3C	100	CY	Unclassified Excavation -	\$20	\$2,000
18.4A	75	EA	Standard Depth Manhole (8- ft)	\$10,000	\$750,000	18.4A	75	EA	Standard Depth Manhole (8- ft)	\$13,000	\$975,000	18.4A	75	EA	Standard Depth Manhole (8- ft)	\$9,000	\$675,000
18.4B	8	EA	Standard Depth Manhole (8- ft) - Allowance	\$10,000	\$80,000	18.4B	8	EA	Standard Depth Manhole (8- ft) -	\$13,000	\$104,000	18.4B	8	EA	Standard Depth Manhole (8- ft) -	\$8,000	\$64,000
18.4C	110	VF	Manhole Extra Depth	\$500	\$55,000	18.4C	110	VF	Manhole Extra Depth	\$350	\$38,500	18.4C	110	VF	Manhole Extra Depth	\$500	\$55,000
18.4D	11	VF	Manhole Extra Depth - Allowance	\$500	\$5,500	18.4D	11	VF	Manhole Extra Depth - Allowance	\$350	\$3,850	18.4D	11	VF	Manhole Extra Depth - Allowance	\$400	\$4,400
18.6A	72	EA	Remove Existing Manhole	\$800	\$57,600	18.6A	72	EA	Remove Existing Manhole	\$1200	\$86,400	18.6A	72	EA	Remove Existing Manhole	\$600	\$43,200
18.6B	8	EA	Remove Existing Manhole - Allowance	\$800	\$6,400	18.6B	8	EA	Remove Existing Manhole - Allowance	\$1200	\$9,600	18.6B	8	EA	Remove Existing Manhole - Allowance	\$500	\$4,000
18.8	40	SY	Asphalt Paving	\$250	\$10,000	18.8	40	SY	Asphalt Paving	\$125	\$5,000	18.8	40	SY	Asphalt Paving	\$300	\$12,000
18.9A	340	SY	Concrete Paving Removal/Replacement	\$300	\$102,000	18.9A	340	SY	Concrete Paving Removal/Replacement	\$180	\$61,200	18.9A	340	SY	Concrete Paving Removal/Replacement	\$300	\$102,000
18.9B	40	SY	Sidewalk Removal/Replacement	\$200	\$8,000	18.9B	40	SY	Sidewalk Removal/Replacement	\$65	\$2,600	18.9B	40	SY	Sidewalk Removal/Replacement	\$180	\$7,200
18.11A	520	LF	4" Sewer Service Line -	\$40	\$20,800	18.11A	520	LF	4" Sewer Service Line -	\$48	\$24,960	18.11A	520	LF	4" Sewer Service Line -	\$25	\$13,000
18.11B	10	LF	6" Sewer Service Line - Allowance	\$50	\$500	18.11B	10	LF	6" Sewer Service Line - Allowance	\$60	\$600	18.11B	10	LF	6" Sewer Service Line - Allowance	\$32	\$320
18.12A	260	EA	4" Sewer Service Connection	\$1,000	\$260,000	18.12A	260	EA	4" Sewer Service Connection	\$1,850	\$481,000	18.12A	260	EA	4" Sewer Service Connection	\$1,000	\$260,000
18.12B	26	EA	4" Sewer Service Connection - Allowance	\$1,000	\$26,000	18.12B	26	EA	4" Sewer Service Connection - Allowance	\$1,850	\$48,100	18.12B	26	EA	4" Sewer Service Connection - Allowance	\$800	\$20,800
18.12C	2	EA	6" Sewer Service Connection - Allowance	\$1,000	\$2,000	18.12C	2	EA	6" Sewer Service Connection - Allowance	\$2,800	\$5,600	18.12C	2	EA	6" Sewer Service Connection - Allowance	\$1,000	\$2,000
18.13A	20	EA	Gas Meter Relocation	\$1,200	\$24,000	18.13A	20	EA	Gas Meter Relocation	\$3,000	\$60,000	18.13A	20	EA	Gas Meter Relocation	\$2,250	\$45,000
18.13B	400	LF	Gas Meter Relocation -	\$30	\$12,000	18.13B	400	LF	Gas Meter Relocation -	\$45	\$18,000	18.13B	400	LF	Gas Meter Relocation -	\$150	\$60,000
18.14A	1400	LF	Chain Link Fence Removal/Replacement,	\$35	\$49,000	18.14A	1400	LF	Chain Link Fence Removal/Replacement,	\$18	\$25,200	18.14A	1400	LF	Chain Link Fence Removal/Replacement,	\$25	\$35,000
18.14B	140	LF	Chain Link Fence Removal/Replacement,	\$35	\$4,900	18.14B	140	LF	Chain Link Fence Removal/Replacement,	\$18	\$2,520	18.14B	140	LF	Chain Link Fence Removal/Replacement,	\$20	\$2,800
18.14C	500	LF	Wood Fence	\$25	\$12,500	18.14C	500	LF	Wood Fence	\$14	\$7,000	18.14C	500	LF	Wood Fence	\$25	\$12,500
18.14D	250	LF	Wood Fence Removal/Replacement, Reused	\$25	\$6,250	18.14D	250	LF	Wood Fence Removal/Replacement,	\$14	\$3,500	18.14D	250	LF	Wood Fence Removal/Replacement,	\$20	\$5,000
18.14E	500	LF	Wood Fence Removal/Replacement, New	\$50	\$25,000	18.14E	500	LF	Wood Fence Removal/Replacement, New	\$20	\$10,000	18.14E	500	LF	Wood Fence Removal/Replacement, New	\$90	\$45,000
18.14F	50	LF	Wood Fence Removal/Replacement, New	\$50	\$2,500	18.14F	50	LF	Wood Fence Removal/Replacement, New	\$20	\$1,000	18.14F	50	LF	Wood Fence Removal/Replacement, New	\$75	\$3,750
18.15A	2300	LF	Temporary Fencing	\$10	\$23,000	18.15A	2300	LF	Temporary Fencing	\$5	\$11,500	18.15A	2300	LF	Temporary Fencing	\$10	\$23,000
18.15B	230	LF	Temporary Fencing -	\$10	\$2,300	18.15B	230	LF	Temporary Fencing -	\$5	\$1,150	18.15B	230	LF	Temporary Fencing -	\$8	\$1,840
18.16	340	SY	Gravel Driveway/Street Repair	\$50	\$17,000	18.16	340	SY	Gravel Driveway/Street Repair	\$50	\$17,000	18.16	340	SY	Gravel Driveway/Street Repair	\$40	\$13,600
18.17	50	CI	Tree Removal - Allowance	\$200	\$10,000	18.17	50	CI	Tree Removal - Allowance	\$125	\$6,250	18.17	50	CI	Tree Removal - Allowance	\$10	\$500
18.18	1	LS	Erosion Control	\$25,000	\$25,000	18.18	1	LS	Erosion Control	\$10,500	\$10,500	18.18	1	LS	Erosion Control	\$500	\$500
4.2	2000	SY	Grassing (solid slab sod)	\$12	\$24,000	4.2	2000	SY	Grassing (solid slab sod)	\$9	\$18,000	4.2	2000	SY	Grassing (solid slab sod)	\$20	\$40,000
18.19	1	LS	Work Change Directive (Allowance)	\$390,000	\$390,000	18.19	1	LS	Work Change Directive (Allowance)	\$390,000	\$390,000	18.19	1	LS	Work Change Directive (Allowance)	\$390,000	\$390,000
					\$4,312,050						\$4,005,180						\$4,067,310

Four Million Three Hundred Twelve Thousand Fifty Dollars and No Cents

Four Million Five Thousand One Hundred Eighty Dollars and No Cents

Four Million Sixty Seven Thousand Three Hundred Ten Dollars and No Cents

PM Construction & Rehab, LLC

Bo Simon, Inc.

Item #	Est. QTY	Unit	Description	Unit Price	Item Total	Item #	Est. QTY	Unit	Description	Unit Price	Item Total
18.1A	1	LS	Mobilization	\$560,144	\$560,144	18.1A	1	LS	Mobilization	\$175,000	\$175,000
18.1B	1	LS	Demobilization	\$13,303	\$13,303	18.1B	1	LS	Demobilization	\$50,000	\$50,000
18.2A	10	LF	6" Sanitary Sewer Pipe, PVC by Open Cut	\$131	\$1,310	18.2A	10	LF	6" Sanitary Sewer Pipe, PVC by Open Cut	\$180	\$1,800
18.2B	500	LF	8" Sanitary Sewer Pipe, PVC	\$144	\$72,000	18.2B	500	LF	8" Sanitary Sewer Pipe, PVC	\$200	\$100,000
18.2C	310	LF	8" Sanitary Sewer Pipe, PVC by Open Cut -	\$144	\$44,640	18.2C	310	LF	8" Sanitary Sewer Pipe, PVC by Open Cut -	\$200	\$62,000
18.2D	70	LF	8" Sanitary Sewer Pipe, HDPE by Open Cut	\$150	\$10,500	18.2D	70	LF	8" Sanitary Sewer Pipe, HDPE by Open Cut	\$200	\$14,000

18.2E	110	LF	8" Sanitary Sewer Pipe, HDPE by Open Cut -	\$150	\$16,500	18.2E	110	LF	8" Sanitary Sewer Pipe, HDPE by Open Cut -	\$200	\$22,000
18.2F	10	LF	10" Sanitary Sewer Pipe, PVC by Open Cut	\$157	\$1,570	18.2F	10	LF	10" Sanitary Sewer Pipe, PVC by Open Cut	\$220	\$2,200
18.2G	20	LF	10" Sanitary Sewer Pipe, PVC by Open Cut -	\$157	\$3,140	18.2G	20	LF	10" Sanitary Sewer Pipe, PVC by Open Cut -	\$220	\$4,400
18.2H	10	LF	12" Sanitary Sewer Pipe, PVC	\$163	\$1,630	18.2H	10	LF	12" Sanitary Sewer Pipe, PVC	\$240	\$2,400
18.2I	10	LF	12" Sanitary Sewer Pipe, PVC by Open Cut -	\$163	\$1,630	18.2I	10	LF	12" Sanitary Sewer Pipe, PVC by Open Cut -	\$240	\$2,400
18.2J	12490	LF	8" Sanitary Sewer Pipe, HDPE	\$79	\$986,710	18.2J	12490	LF	8" Sanitary Sewer Pipe, HDPE	\$150	\$1,873,500
18.2K	1250	LF	8" Sanitary Sewer Pipe, HDPE by Pipe Bursting -	\$79	\$98,750	18.2K	1250	LF	8" Sanitary Sewer Pipe, HDPE by Pipe	\$150	\$187,500
18.2L	360	LF	10" Sanitary Sewer Pipe, HDPE by Pipe Bursting	\$84	\$30,240	18.2L	360	LF	10" Sanitary Sewer Pipe, HDPE by Pipe	\$150	\$54,000
18.3A	600	LF	Trench & Backfill	\$26	\$15,600	18.3A	600	LF	Trench & Backfill	\$40	\$24,000
18.3B	100	CY	Aggregate Backfill - Allowance	\$78	\$7,800	18.3B	100	CY	Aggregate Backfill - Allowance	\$50	\$5,000
18.3C	100	CY	Unclassified Excavation -	\$78	\$7,800	18.3C	100	CY	Unclassified Excavation -	\$10	\$1,000
18.4A	75	EA	Standard Depth Manhole (8- ft)	\$13,068	\$980,100	18.4A	75	EA	Standard Depth Manhole (8- ft)	\$8,500	\$637,500
18.4B	8	EA	Standard Depth Manhole (8- ft) - Allowance	\$13,068	\$104,544	18.4B	8	EA	Standard Depth Manhole (8- ft) -	\$8,500	\$68,000
18.4C	110	VF	Manhole Extra Depth	\$523	\$57,530	18.4C	110	VF	Manhole Extra Depth	\$200	\$22,000
18.4D	11	VF	Manhole Extra Depth - Allowance	\$523	\$5,753	18.4D	11	VF	Manhole Extra Depth - Allowance	\$200	\$2,200
18.6A	72	EA	Remove Existing Manhole	\$2614	\$188,208	18.6A	72	EA	Remove Existing Manhole	\$3500	\$252,000
18.6B	8	EA	Remove Existing Manhole - Allowance	\$2614	\$20,912	18.6B	8	EA	Remove Existing Manhole - Allowance	\$3500	\$28,000
18.8	40	SY	Asphalt Paving	\$196	\$7,840	18.8	40	SY	Asphalt Paving	\$100	\$4,000
18.9A	340	SY	Concrete Paving Removal/Replacement	\$261	\$88,740	18.9A	340	SY	Concrete Paving Removal/Replacement	\$75	\$25,500
18.9B	40	SY	Sidewalk Removal/Replacement	\$196	\$7,840	18.9B	40	SY	Sidewalk Removal/Replacement	\$75	\$3,000
18.11A	520	LF	4" Sewer Service Line -	\$65	\$33,800	18.11A	520	LF	4" Sewer Service Line -	\$50	\$26,000
18.11B	10	LF	6" Sewer Service Line - Allowance	\$21	\$210	18.11B	10	LF	6" Sewer Service Line - Allowance	\$65	\$650
18.12A	260	EA	4" Sewer Service Connection	\$321	\$83,460	18.12A	260	EA	4" Sewer Service Connection	\$5,200	\$1,352,000
18.12B	26	EA	4" Sewer Service Connection - Allowance	\$291	\$7,566	18.12B	26	EA	4" Sewer Service Connection - Allowance	\$5,200	\$135,200
18.12C	2	EA	6" Sewer Service Connection - Allowance	\$534	\$1,068	18.12C	2	EA	6" Sewer Service Connection - Allowance	\$5,200	\$10,400
18.13A	20	EA	Gas Meter Relocation	\$3,267	\$65,340	18.13A	20	EA	Gas Meter Relocation	\$1,500	\$30,000
18.13B	400	LF	Gas Meter Relocation -	\$26	\$10,400	18.13B	400	LF	Gas Meter Relocation -	\$40	\$16,000
18.14A	1400	LF	Chain Link Fence Removal/Replacement,	\$52	\$72,800	18.14A	1400	LF	Chain Link Fence Removal/Replacement,	\$30	\$42,000
18.14B	140	LF	Chain Link Fence Removal/Replacement,	\$52	\$7,280	18.14B	140	LF	Chain Link Fence Removal/Replacement,	\$30	\$4,200
18.14C	500	LF	Wood Fence	\$52	\$26,000	18.14C	500	LF	Wood Fence	\$25	\$12,500
18.14D	250	LF	Wood Fence Removal/Replacement, Reused	\$52	\$13,000	18.14D	250	LF	Wood Fence Removal/Replacement,	\$25	\$6,250
18.14E	500	LF	Wood Fence Removal/Replacement, New	\$65	\$32,500	18.14E	500	LF	Wood Fence Removal/Replacement, New	\$25	\$12,500
18.14F	50	LF	Wood Fence Removal/Replacement, New	\$65	\$3,250	18.14F	50	LF	Wood Fence Removal/Replacement, New	\$5	\$250
18.15A	2300	LF	Temporary Fencing	\$20	\$46,000	18.15A	2300	LF	Temporary Fencing	\$5	\$11,500
18.15B	230	LF	Temporary Fencing -	\$20	\$4,600	18.15B	230	LF	Temporary Fencing -	\$5	\$1,150
18.16	340	SY	Gravel Driveway/Street Repair	\$105	\$35,700	18.16	340	SY	Gravel Driveway/Street Repair	\$10	\$3,400
18.17	50	CI	Tree Removal - Allowance	\$261	\$13,050	18.17	50	CI	Tree Removal - Allowance	\$1000	\$50,000
18.18	1	LS	Erosion Control	\$376	\$376	18.18	1	LS	Erosion Control	\$35,000	\$35,000
4.2	2000	SY	Grassing (solid slab sod)	\$10	\$20,000	4.2	2000	SY	Grassing (solid slab sod)	\$20	\$40,000
18.19	1	LS	Work Change Directive (Allowance)	\$390,000	\$390,000	18.19	1	LS	Work Change Directive (Allowance)	\$390,000	\$390,000
					\$4,201,134						\$5,802,400
Four Million Two Hundred One Thousand One Hundred Thirty Four Dollars and No Cents						Five Million Eight Hundred Two Thousand Four Hundred Dollars and No Cents					

CONTRACT

THIS CONTRACT made and entered into this ___ day of _____, 2025, by and between CITY OF LAWTON, Oklahoma, a Municipal Corporation, acting by and through the Mayor and City Council, party of the first part, hereinafter referred to as "CITY", and King Solution Services, LLC, party of the second part, hereinafter referred to as "CONTRACTOR".

WITNESSETH:

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

PU-2413 SEWERLINE REPLACEMENT PROJECT

8" and 10" Sewer Bursting

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:

Four mililon five thousand one hundred eighty Dollars (\$4,005,180.00) Said proposal of King Solution Services, LLC, is incorporated by reference into this contract. The actual amount to be paid to the Contractor will be based on the unit price in the Contractor's proposal times the unit quantities actually used and accepted for this project.

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

1. The Contractor shall, in a good and first-class workmanlike manner, at his own cost and expense, furnish all labor and materials, tools, and equipment required to perform and complete said work in strict accordance with this Contract, the Contract Documents and Technical Specifications and all applicable Plans and Addenda, all of which are on file in the office of the Director of Public Utilities, 2100 SW 6th Street, Lawton, OK, 73501, and hereby incorporated by reference and made a part of this Contract as if the same were each herein set out at length.
2. The CITY will make progress payments to the Contractor no more than once per month

upon request of the Contractor.

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

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

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

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

The Contractor hereby agrees to commence work under this Contract on a date to be specified in a written "Work Order" of the CITY and to fully complete the project **300 Calendar days to Substantial Completion and 335 Calendar Days to Final Completion** The Contractor further agrees to pay as liquidated damages, the sum of **One Thousand and 00/00 Dollars (\$1000.00) for each consecutive calendar day till Substantial Completion and Five Hundred and 00/00 Dollars (\$500.00) for each consecutive calendar Day till Final Completion** thereafter as provided in Paragraph 18 of the General Conditions section of the Contract Documents and Technical Specifications.

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

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

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

by the CITY to be ineligible for future contracts with the CITY until satisfactory proof of intent to comply shall be made by the Contractor.

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

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

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

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

13. This Contract requires proper signature and acceptance by the Contractor and approval
WFXS0707 CONTRACT

by the Lawton City Council before it becomes effective.

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

(FOR CORPORATIONS ONLY)

Name of Corporation

By _____

Title _____

ATTEST:

Title _____

(AFFIX SEAL)

(FOR PARTNERSHIPS AND PROPRIETORSHIPS)

Name of Partnership or Proprietorship

By _____

Title _____

COUNTY OF COMANCHE }
STATE OF OKLAHOMA }

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

Notary Public

My Commission Expires _____

CITY OF LAWTON, OKLAHOMA
A Municipal Corporation

Stan Booker, MAYOR

ATTEST:

Donalynn Blazek-Scherler, CITY CLERK

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

John Andrew, CITY ATTORNEY

I, Rebecca Johnson, 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 four million five thousand one hundred eighty (\$4,005,180.00), and after charging account title _____ with this encumbrance there is an unencumbered balance in said account of \$_____.

Dated this ____ day of _____, 2025.

Rebecca Johnson, FINANCE DIRECTOR

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS that

_____ as Principal, and
(full name and address)

_____ as Surety, a
(full name and address)

corporation organized under the laws of the State of _____, 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 _____ DOLLARS (\$_____) 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 _____, 2025, for

PU-2413 SEWERLINE REPLACEMENT PROJECT
8" and 10" Sewer Bursting

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

NOW, THEREFORE, if said Principal shall

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

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

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

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

Dated this ____ day of _____, 2025.

Principal:

Surety:

(Name of Contractor)

By: _____
(Name & Title)

By: _____
Attorney-in-Fact (Affix Seal)

(FOR CORPORATIONS ONLY)

ATTEST:

(Name & Title) (Affix Seal)

(FOR PARTNERSHIPS AND PROPRIETORSHIPS)

Notarized on this ____ day of _____, 2025

Notary: _____

My commission expires: _____

STATUTORY BOND

KNOW ALL MEN BY THESE PRESENTS that

_____ as Principal, and
(full name and address)

_____ as Surety, a
(full name and address)

corporation organized under the laws of the State of _____, 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

_____ DOLLARS
(\$ _____) 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 _____, 2025, for

PU-2413 SEWERLINE REPLACEMENT PROJECT
8" and 10" Sewer Bursting

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

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

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

Dated this ____ day of _____, 2025.

Principal:

Surety:

(Name of Contractor)

By: _____ By: _____
(Name & Title) Attorney-in-Fact (Affix Seal)

(FOR CORPORATIONS ONLY)

ATTEST:

(Name & Title) (Affix Seal)

(FOR PARTNERSHIPS AND PROPRIETORSHIPS)

Notarized on this ____ day of _____, 2025

Notary: _____ My commission expires: _____

MAINTENANCE BOND

KNOW ALL MEN BY THESE PRESENTS that

_____ as Principal, and
(full name and address)

_____ as Surety, a
(full name and address)

corporation organized under the laws of the State of _____, 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

_____ DOLLARS
(\$_____) 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 _____, 2025, for

PU-2413 SEWERLINE REPLACEMENT PROJECT
8" and 10" Sewer Bursting

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

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

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

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

Dated this ____ day of _____, 2025.

Principal:

Surety:

(Name of Contractor)

By: _____
(Name & Title)

By: _____
Attorney-in-Fact (Affix Seal)

(FOR CORPORATIONS ONLY)

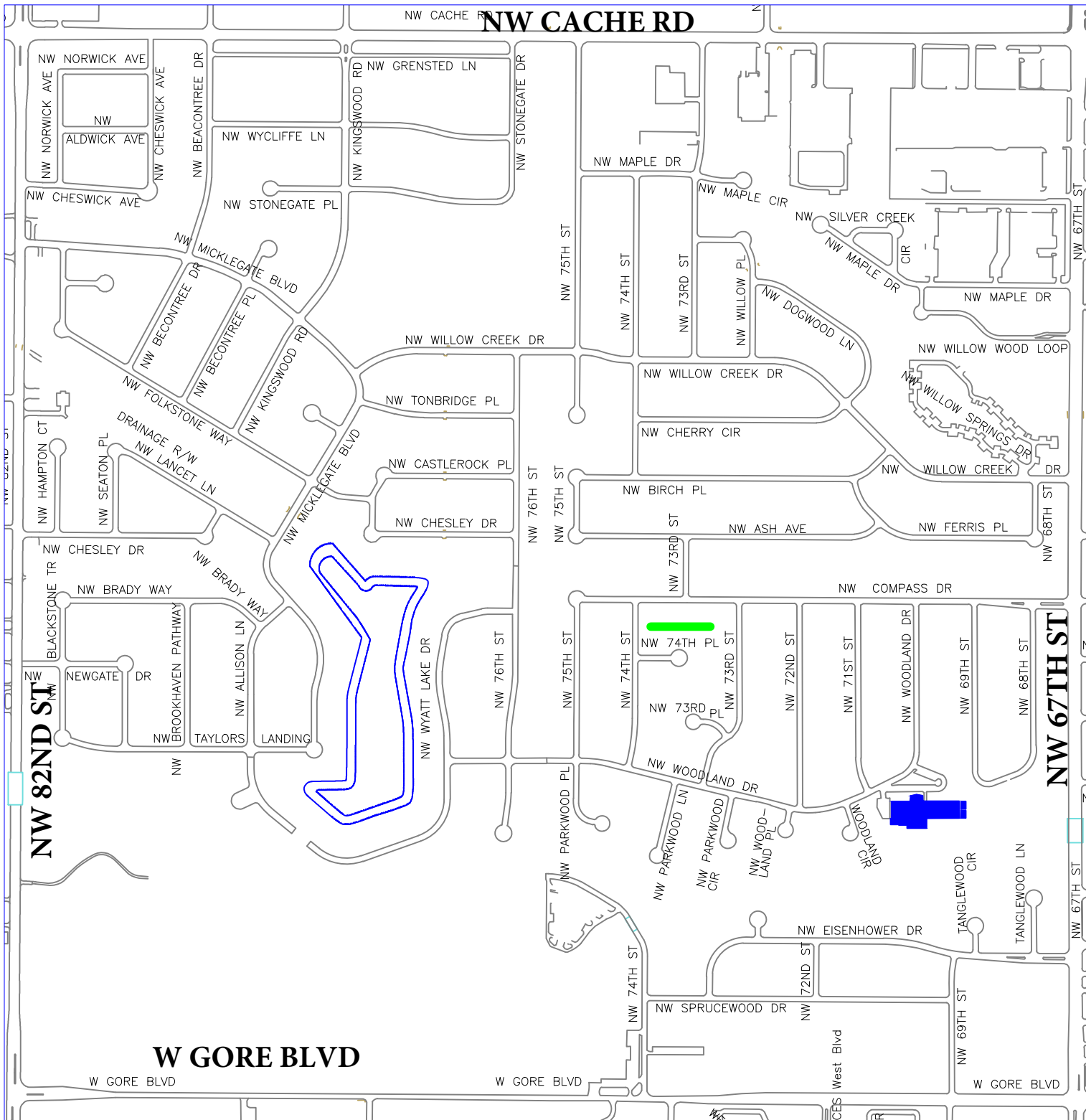
ATTEST:

(Name & Title) (Affix Seal)

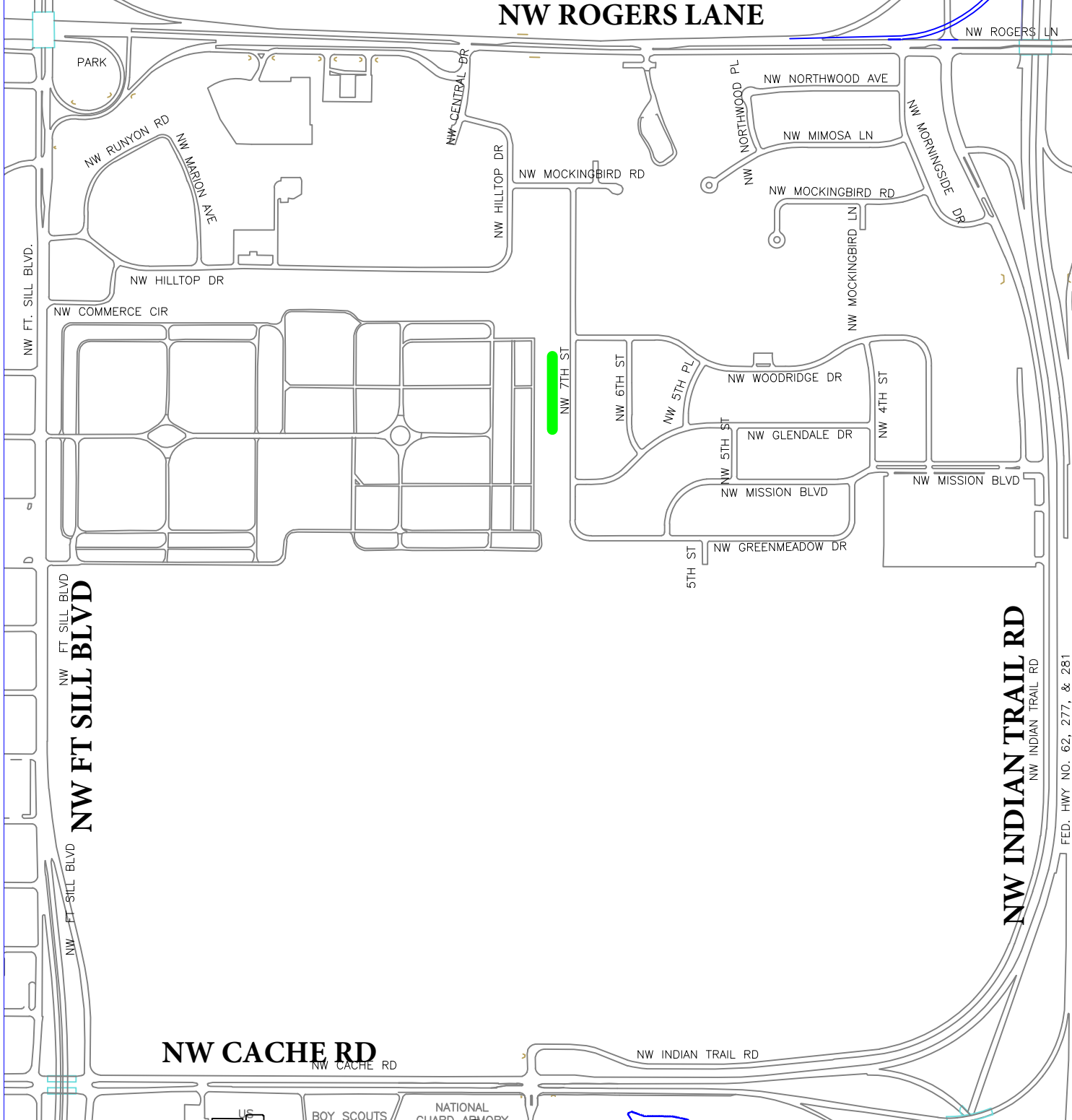
(FOR PARTNERSHIPS AND PROPRIETORSHIPS)

Notarized on this ____ day of _____, 2025

Notary: _____ My commission expires: _____



NW ROGERS LANE



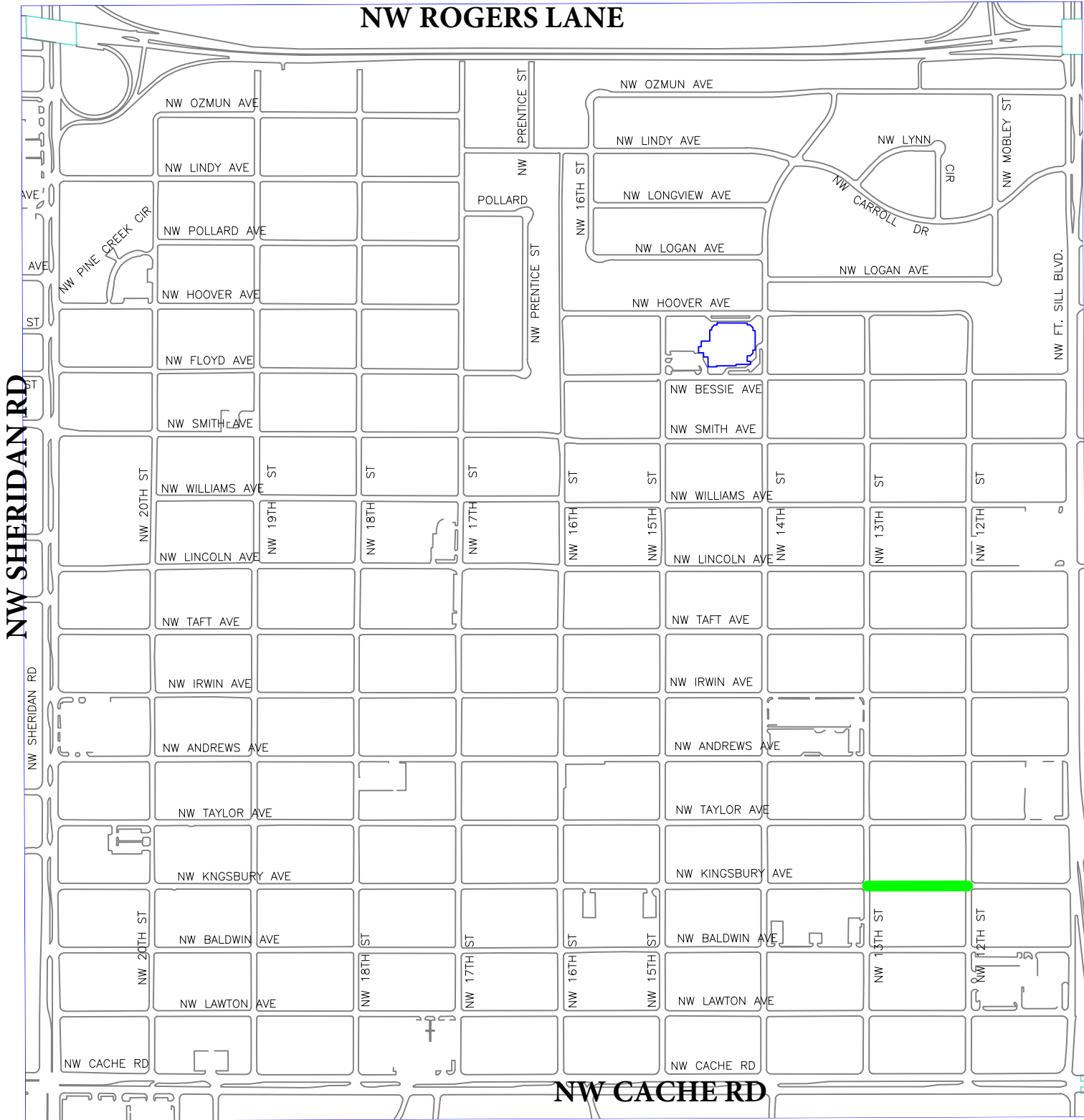
NW FT SILL BLVD

NW CACHE RD

NW INDIAN TRAIL RD

FED. HWY NO. 62, 277, & 281

NW ROGERS LANE



NW SHERIDAN RD

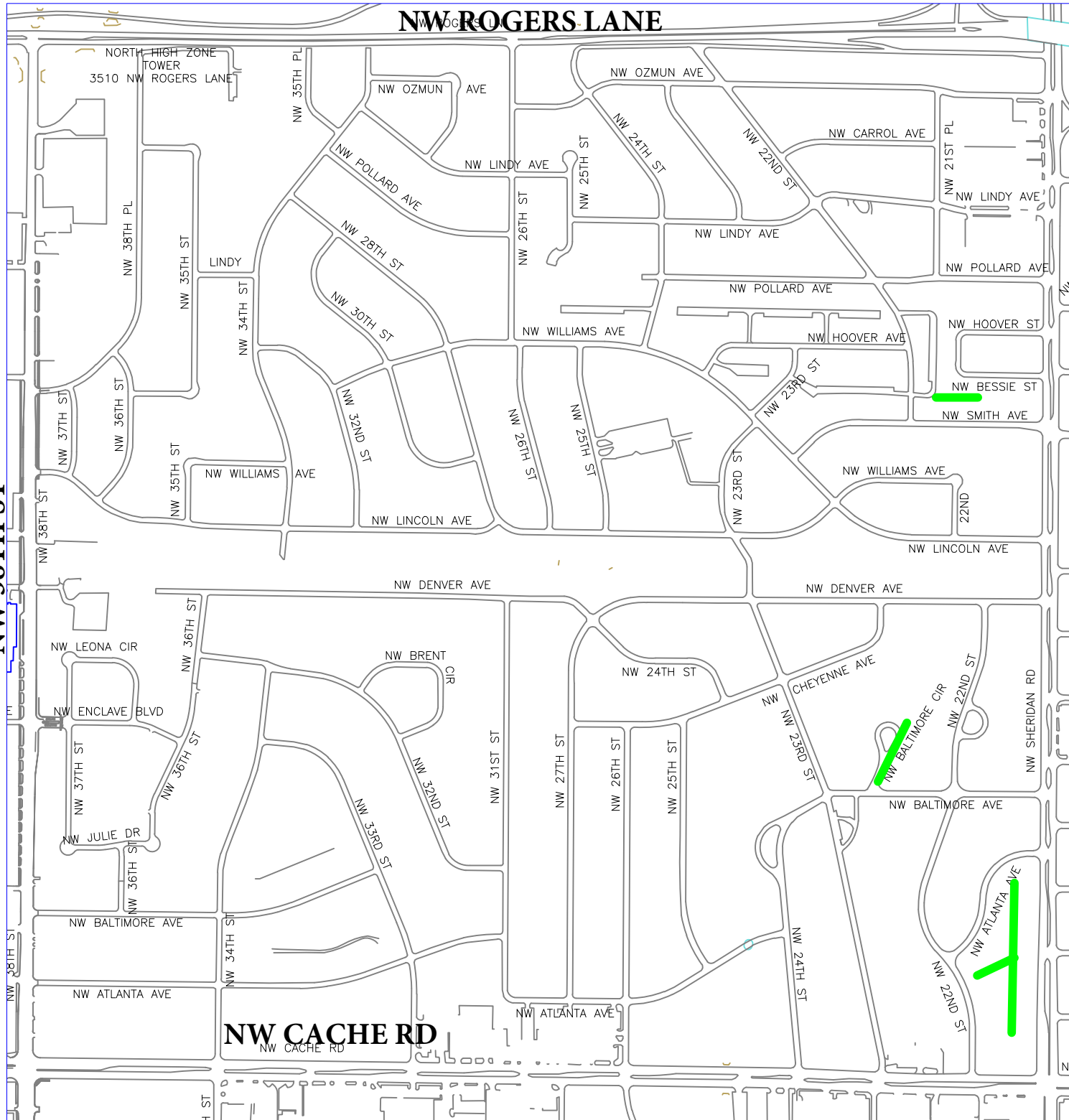
NW FT. SILL BLVD

NW CACHE RD

NW ROGERS LANE

NW 38TH ST

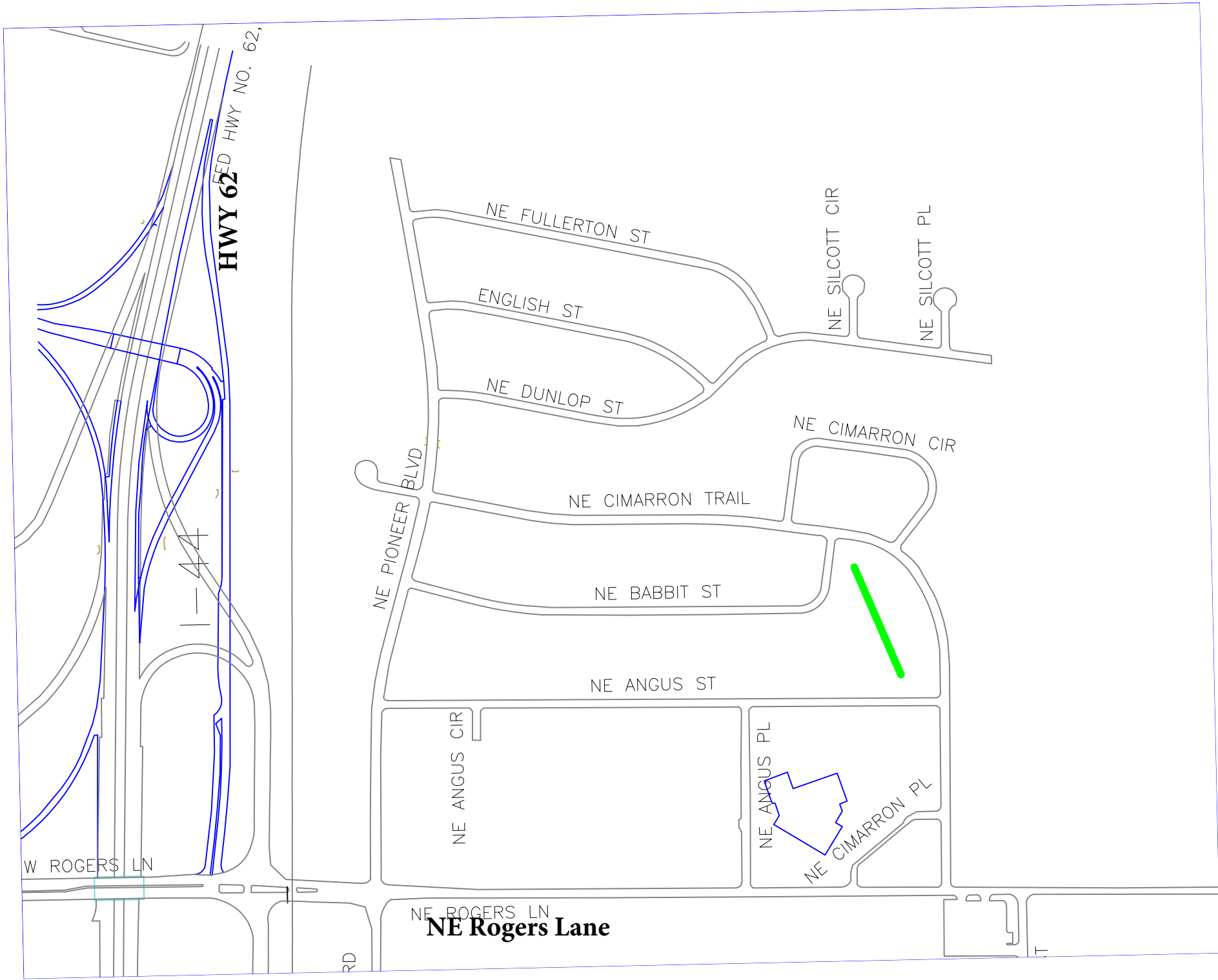
NW SHERIDAN RD

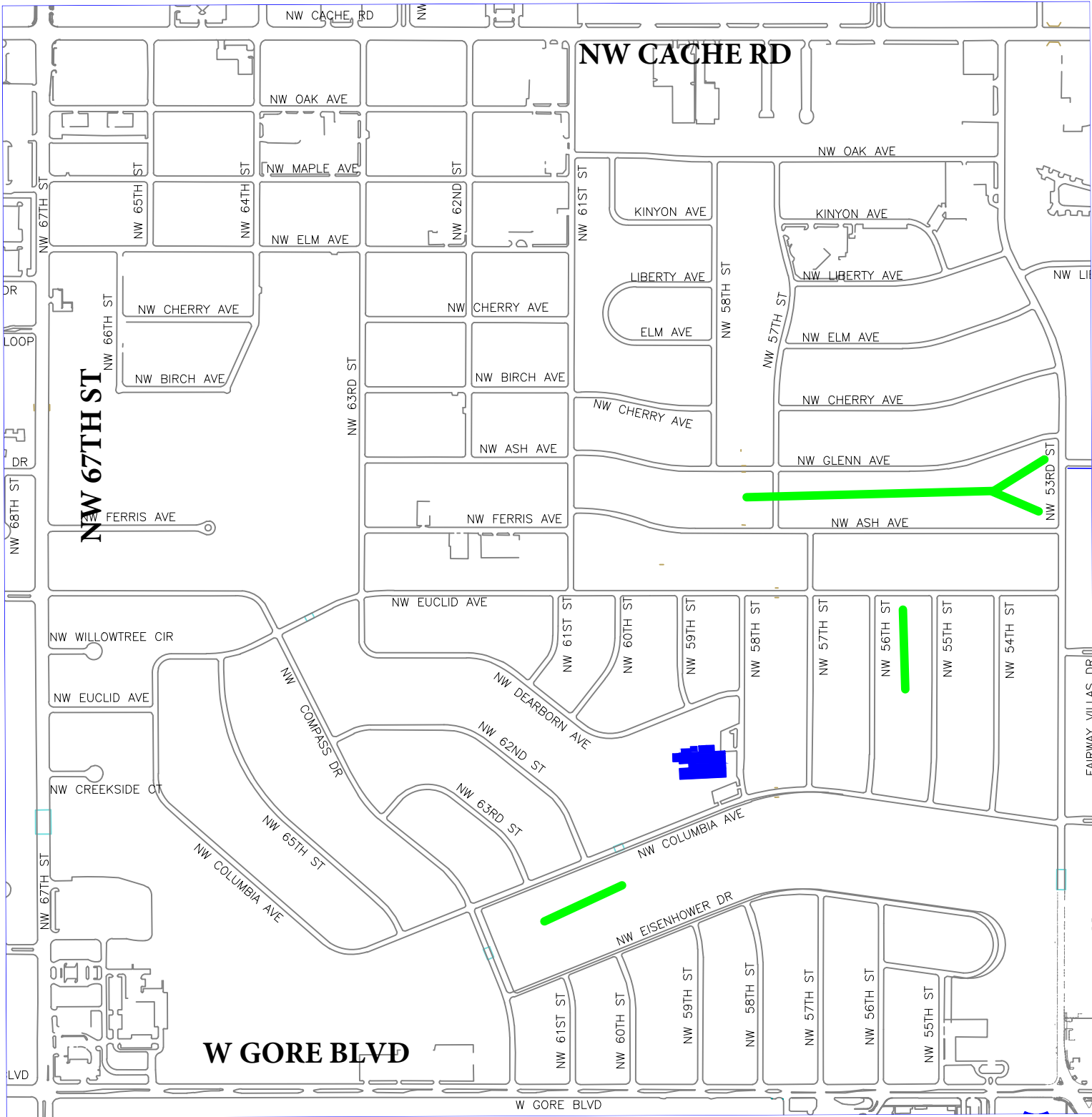


NW CACHE RD

NW ROGERS LANE







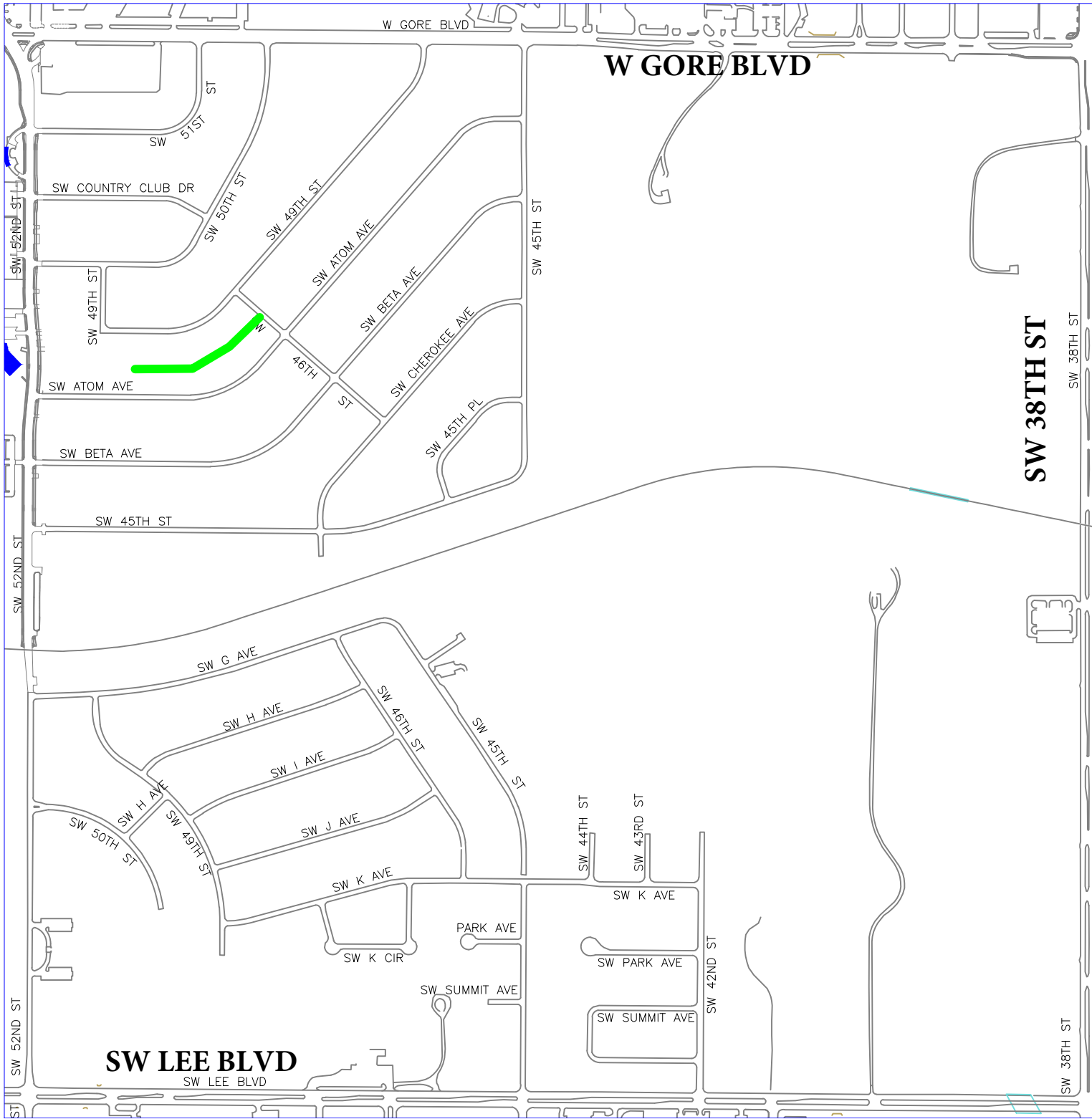
SW 82ND ST



SW 67TH ST

SW LEE BLVD

SW 52ND ST



W GORE BLVD

W GORE BLVD

SW 38TH ST

SW LEE BLVD

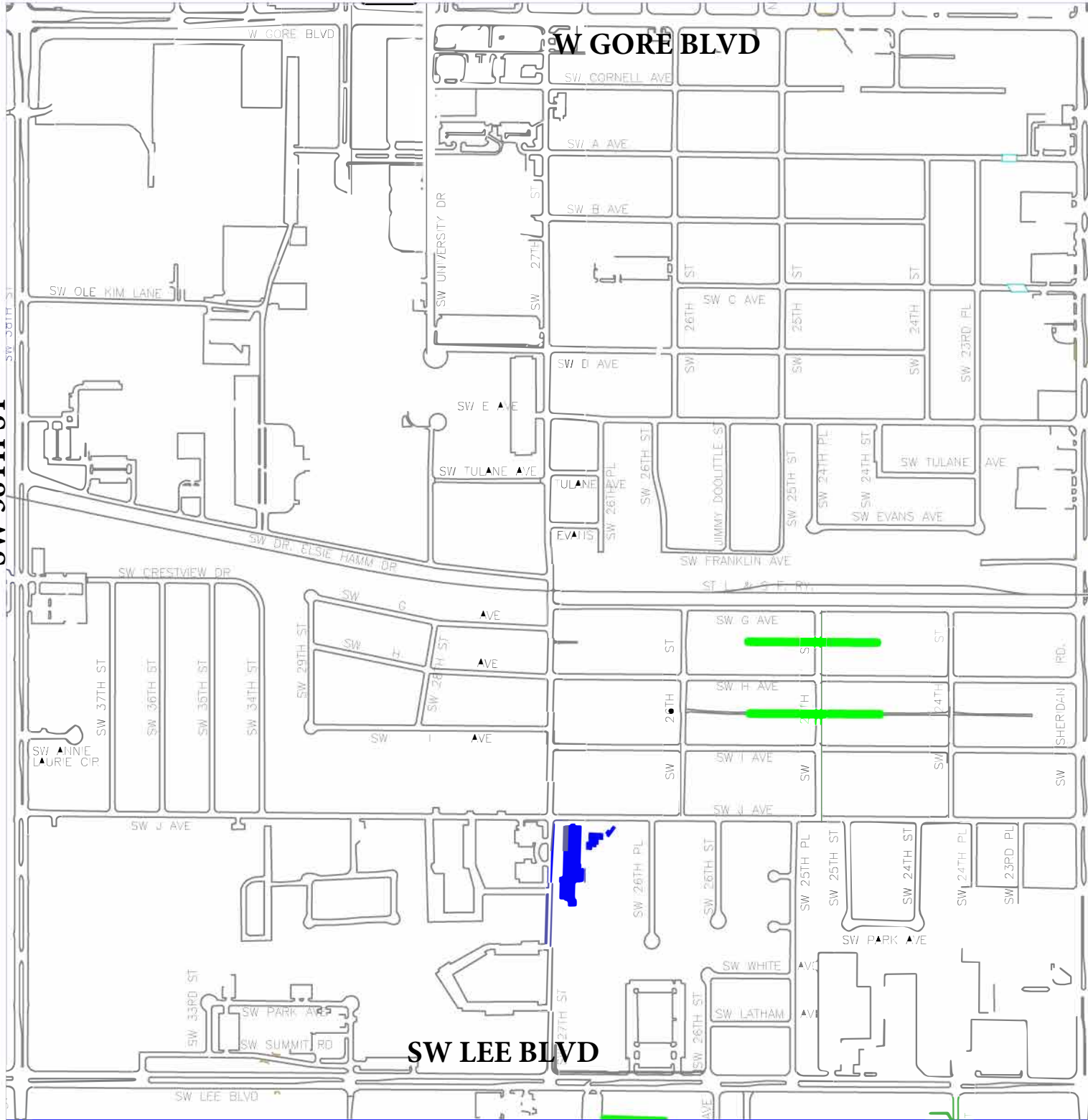
SW LEE BLVD

SW 38TH ST

W GORE BLVD

SW SHERIDAN RD

SW LEE BLVD

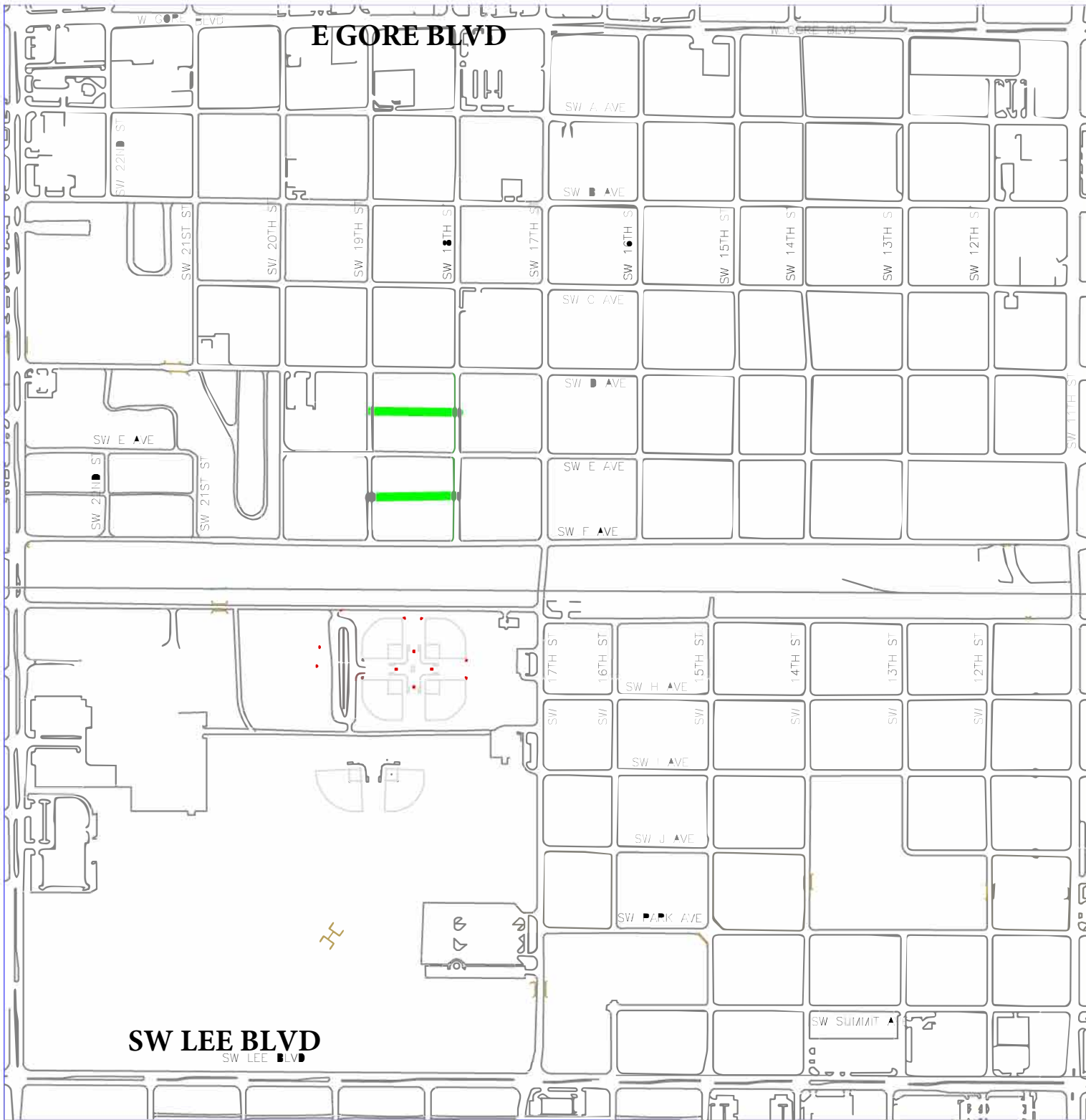


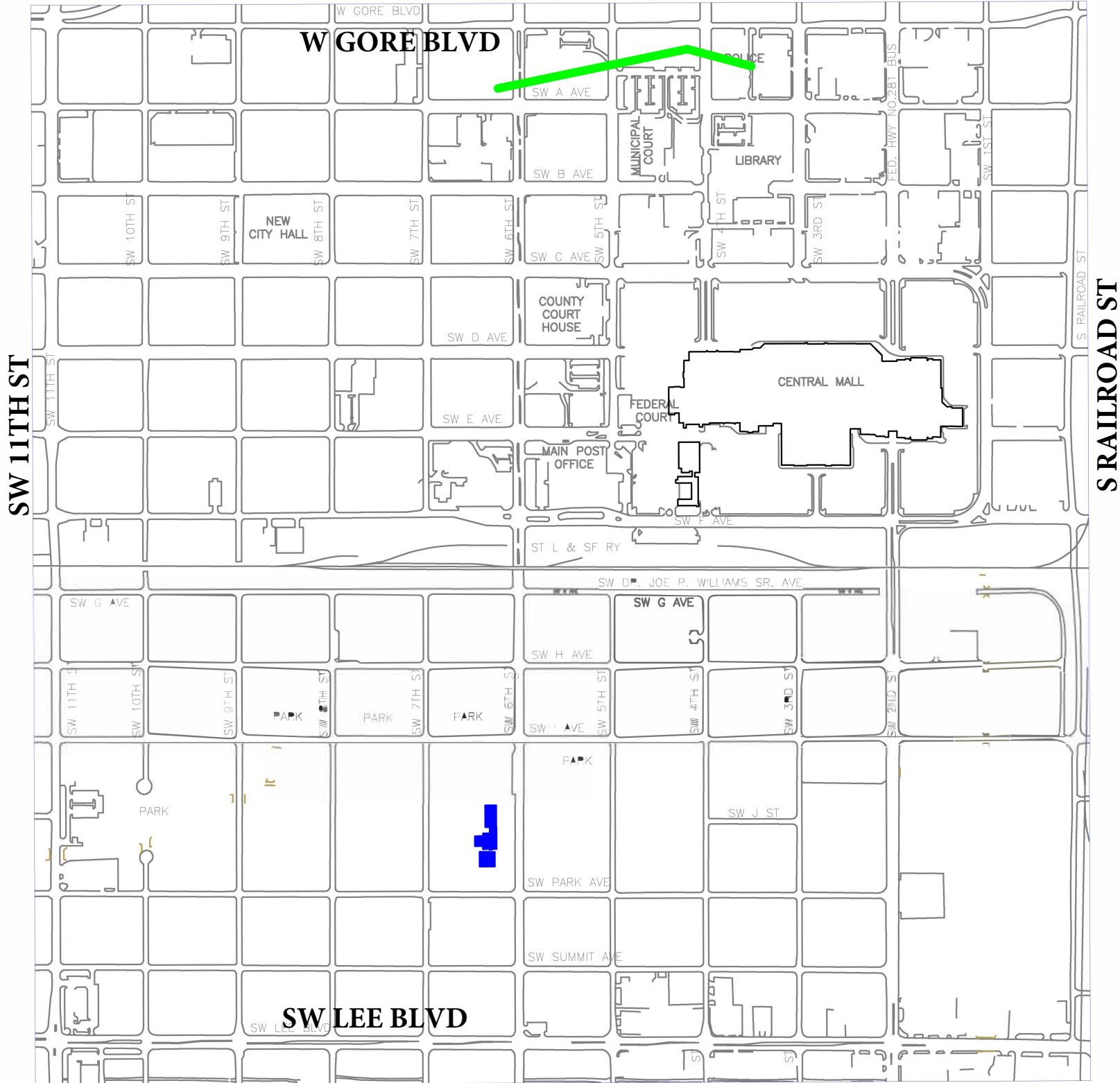
SW SHERIDAN RD

E GORE BLVD

SW FT. SILL BLVD

SW LEE BLVD
SW LEE BLVD





S RAILROAD ST

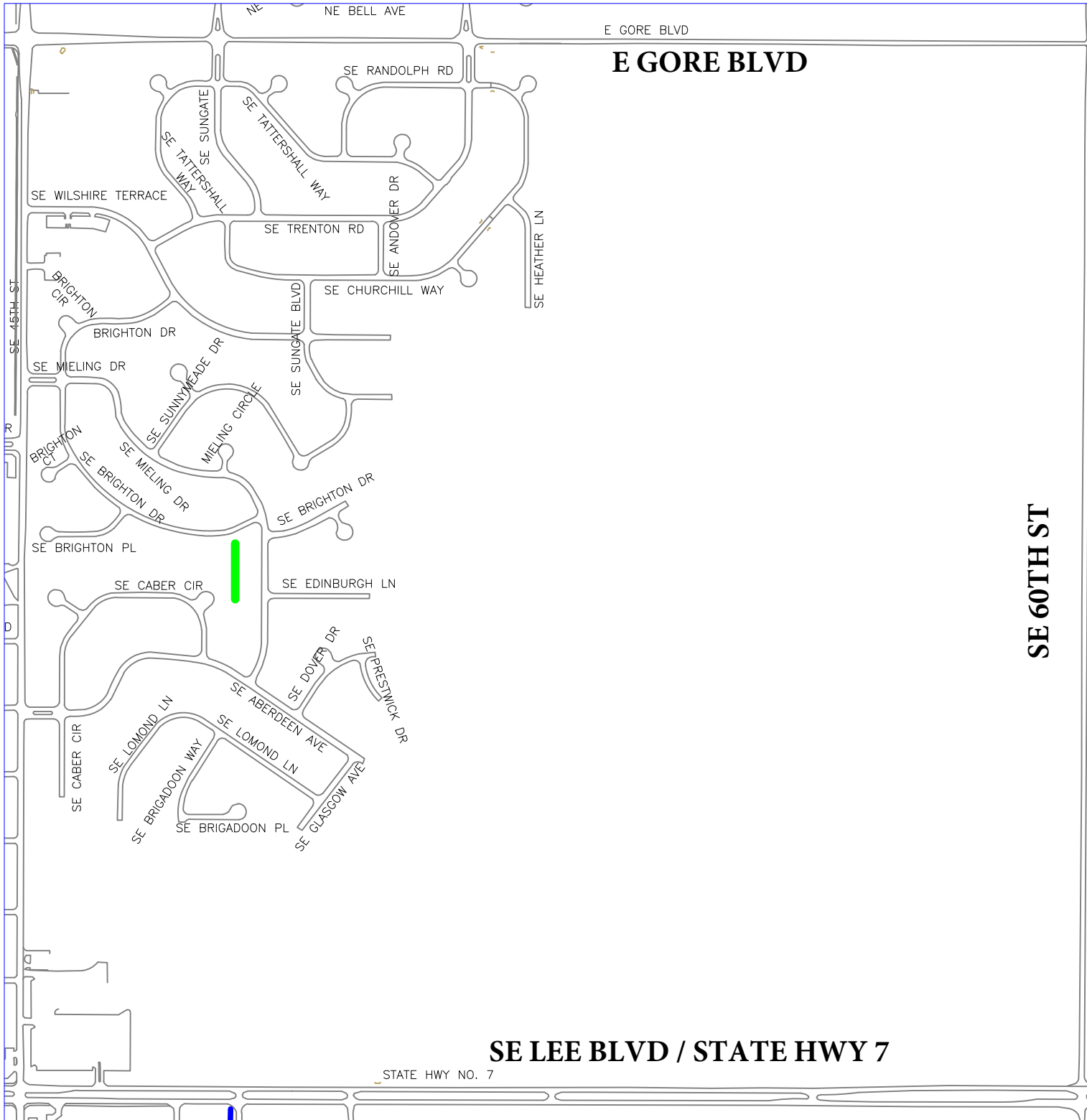


E GORE BLVD

HWY 281

SE LEE BLVD

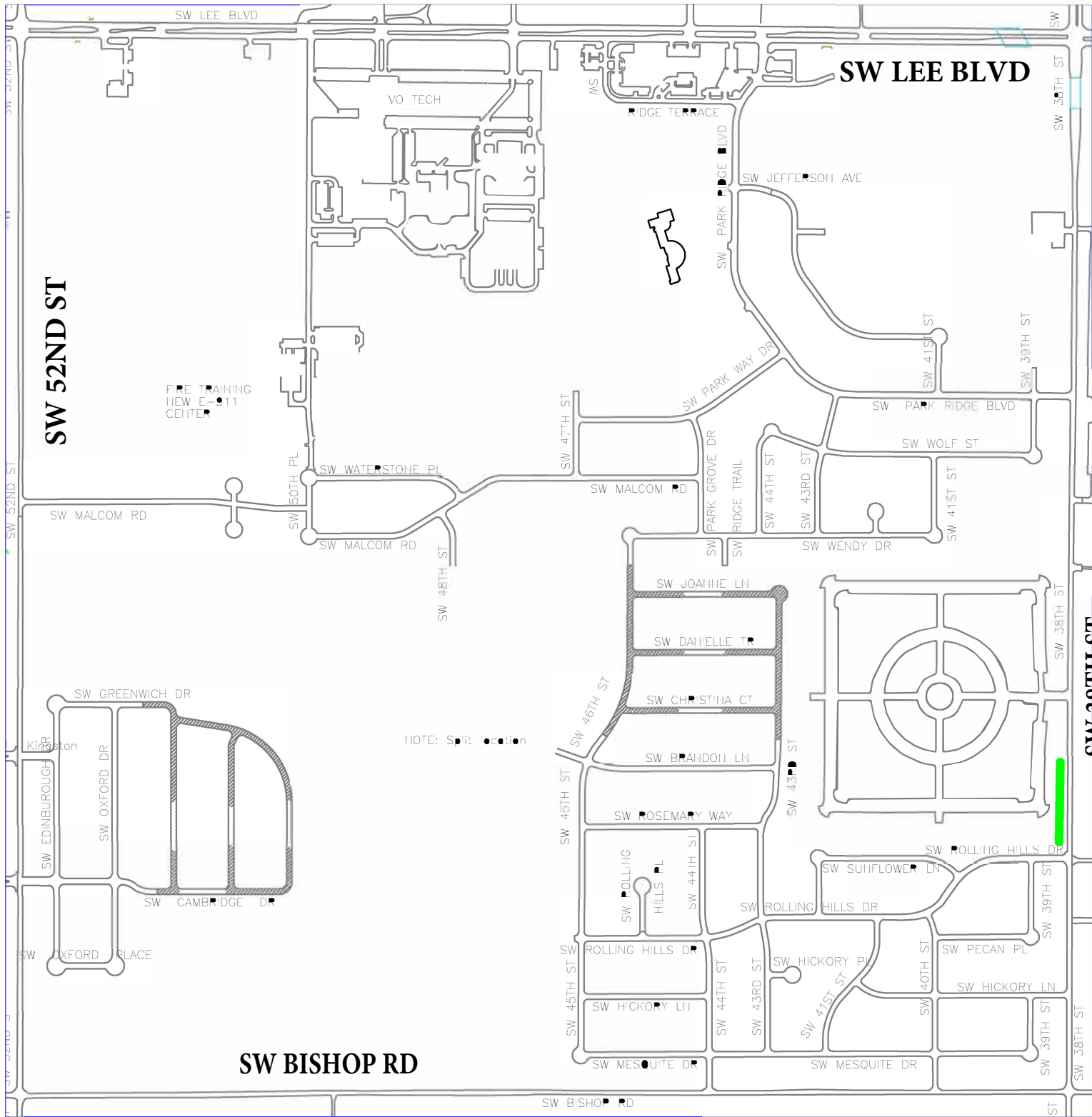
SE 45TH ST



E GORE BLVD

SE LEE BLVD / STATE HWY 7

STATE HWY NO. 7



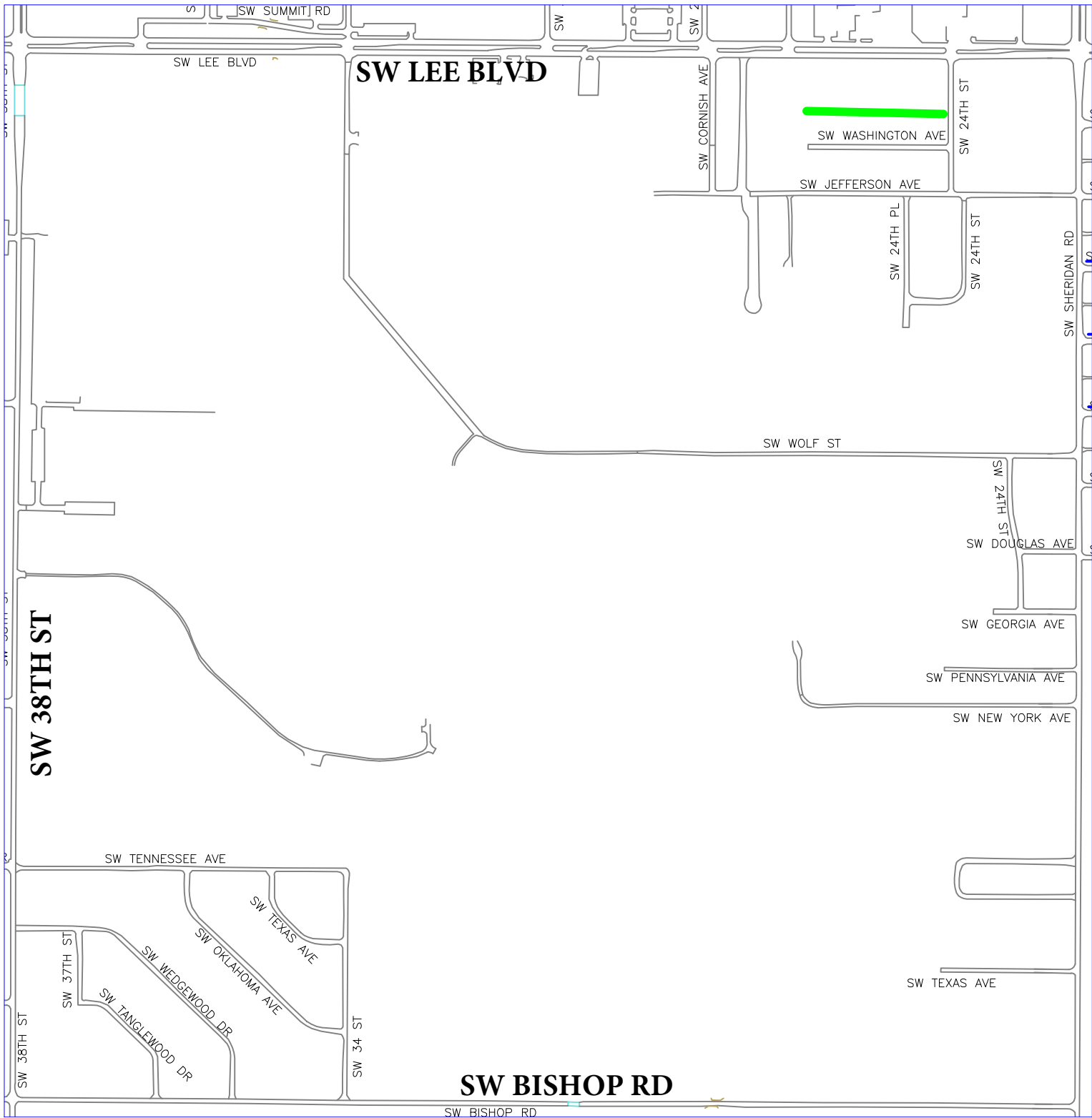
SW 52ND ST

SW LEE BLVD

SW BISHOP RD

SW 38TH ST

NOTE: Site location



SW LEE BLVD

SW 38TH ST

SW SHERIDAN RD

SW BISHOP RD



SW WASHINGTON AVE

SW JEFFERSON AVE

SW WOLF ST

SW DOUGLAS AVE

SW GEORGIA AVE

SW PENNSYLVANIA AVE

SW NEW YORK AVE

SW TEXAS AVE

SW LEE BLVD

SW TENNESSEE AVE

SW TEXAS AVE

SW OKLAHOMA AVE

SW WEDGEWOOD DR

SW TANGLEWOOD DR

SW 37TH ST

SW 34 ST

SW CORNISH AVE

SW 24TH ST

SW 24TH PL

SW 24TH ST

SW SHERIDAN RD

SW 24TH ST

SW SUMMIT RD

SW

SW 2

SW BISHOP RD

SW SHERIDAN RD





City of Lawton

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

Commentary

File #: 25-0018

Agenda Date: 1/28/2025

Agenda No: 9.

ITEM TITLE:

Consider approving an agreement for professional services between the City of Lawton and Farzaneh Law Firm, PC for their expertise with immigration law relating to employment visas for select City of Lawton employees and authorize the Mayor and City Clerk to execute the Agreement.

INITIATOR: City Attorney, John Andrew

STAFF INFORMATION SOURCE: City Attorney, John Andrew

BACKGROUND: The City of Lawton has a current employee that requires an employment visa. The immigration employment visa process is lengthy and complex and requires the expertise of a practicing immigration attorney. Hourly attorney rates vary from \$350.00-\$495.00 per hour based on attorney's experience level. Hourly non-attorney rates is \$180 per hour. Additionally, the Agreement outlines the potential for additional administrative fees and filing fees. The City Attorney has authority under the agreement to authorize additional hours of work, if necessary.

This agreement will replace the current contract with Doerner, Saunders, Daniel & Anderson, LLP, as the partnering attorney is opening his own practice. The rates above are the same rates of the previous agreement with Doerner, Saunders, Daniel & Anderson, LLP.

EXHIBIT: Proposed Agreement with Farzaneh Law Firm P.C.

KEY ISSUES: N/A

FUNDING SOURCE: Legal Expense Account #52030.

STAFF RECOMMENDED COUNCIL ACTION: Approve an agreement for professional services between the City of Lawton and Farzaneh Law Firm P.C for their expertise with immigration law relating to employment visas and authorize the Mayor and City Clerk to execute the Agreement.

FARZANEH LAW FIRM P.C.

POWER OF ATTORNEY AND FEE AGREEMENT

THIS AGREEMENT is made by the City of Lawton (hereinafter referred to as "Client"), and Farzaneh Law Firm, PC (hereinafter referred to as "Attorney"):

In consideration of the mutual promises herein contained, Client and Attorney agree as follows:

1. PURPOSE OF REPRESENTATION: The client hereby retains Attorney to represent the client in various immigration legal matters.
2. ATTORNEY'S FEES: The client understands that the attorney's fee for this representation is on an hourly basis as follows: The Attorney's standard hourly fee is \$495.00 per hour for work done by Amir Farzaneh, \$350.00 per hour for work done by other attorneys in the firm, \$180.00 per hour for work done by other legal staff.
3. METHOD OF PAYMENT: No retainer is needed. The client will be billed for the work after it is done.
4. COOPERATION OF CLIENT: Client shall keep Attorney advised of his/her whereabouts at all times, and provide Attorney with any changes of address, phone number or business affiliation during the time period which Attorney's services are required. In addition, Client shall comply with all reasonable requests of the Attorney.

Client understands that immigration cases may take a long time due to delays by the government entities involved in the case and that this is not within the control of the Attorney. Client agrees to be patient and cooperative at all times with Attorney during the pending case.

5. ATTORNEY REPRESENTATIONS: It is understood and agreed that the Attorney cannot warrant or guarantee the outcome of the case.

Client understands that due to the increased difficulty of immigration cases and the unpredictable actions of the Immigration Authorities, no specific length of time or a specific result can be guaranteed for any immigration case.

6. CLIENT REPRESENTATIONS: Client affirms that Client has provided, and will provide, Attorney with only true and correct information during this case. Client understands that Attorney cannot and will not proceed with a case if Attorney learns that Client has misrepresented any facts or has not been open and honest with the Attorney. Client understands that an Attorney does not represent clients in cases in which the client seeks to make fraudulent or frivolous claims. Should the Attorney become aware of such intention by the Client during this representation, the Attorney will withdraw from this representation without Client's consent,

and without further liability to the Client.

7. EXPENSES: It is understood and agreed that all expenses associated with the representation shall be the obligation of the Client. Said expenses may include, but are not limited to, court costs, bonds, deposition fees, INS Filing fees, transcript fees, copy fees at \$0.19 per page, expert witness fees, subpoena fees, travel expenses at a rate of \$0.97 cents per mile, private investigation fees, \$3.00 per minute long distance for calls to countries other than the United States, medical record fees, medical consultation fees, expert consultation fees, photography costs, witness fees, graphics artists fees and any other expenses expressly including demonstrative evidence which Attorney, in his professional judgment, determines to be necessary to properly prepare this case.

8. PARTIES BOUND: This Agreement shall be binding upon and inure to the benefit of Client and Attorney, as well as both parties' respective heirs, executors, administrators, legal representatives, successors, and assigns.

10. PRIOR AGREEMENTS NULLIFIED: This Agreement is effective December 16, 2024 and constitutes the sole and only Agreement of the parties hereto and nullifies any prior understandings or written or oral agreement between the parties respecting the within subject matter.

11. AGREEMENT UNDERSTOOD: I (we) certify and acknowledge that I (we) have had the opportunity to read this Agreement. I (we) further state that I (we) have voluntarily entered into this Agreement fully aware of its terms and conditions.

SIGNED AND ACCEPTED on this _____ day of January 2025.

CLIENT:

ATTORNEY:





City of Lawton

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

Commentary

File #: 25-0028

Agenda Date: 1/28/2025

Agenda No: 10.

ITEM TITLE:

Consider approving an additional \$19,111.50 for Excess Cyber Crime coverage.

INITIATOR: Judy Franco, ITS Director

STAFF INFORMATION SOURCE: Judy Franco, ITS Director
Rebecca Johnson, Finance Director

BACKGROUND: On January 14, 2025, the Council approved \$180,015.47 for Cyber Liability Insurance. However, an additional amount of \$19,111.50 was overlooked in the total. This extra amount will extend coverage to include cyber crimes such as basic funds transfer fraud; identity theft; hacking; and social engineering, thereby providing us with a higher coverage limit for addressing cyber crimes.

EXHIBIT: Excess Cyber Coverage

KEY ISSUES: Does Council want to approve \$19,111.50?

FUNDING SOURCE: CM Contingency fund

STAFF RECOMMENDED COUNCIL ACTION: Approve the \$19,111.50 for Excess Cyber Crime Coverage.

Cover Letter

Date 12/6/2024

Producing Broker:

Kimberly Bourland
INSURICA
10 SW 2nd Street Suite 1
Lawton, OK 73501

Insured:

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

Notice:

All surplus lines policies must contain in bold-face type notification stamped on the declaration page of the policy that they are not subject to protection of any guaranty association in the event of liquidation or receivership of the insurer.

The following shows the total charges, including taxes and fees that apply to the attached quote:

Premium	\$17,500.00
OK Surplus Lines Tax	(6.00%) \$1,080.00
Oklahoma SLAS Transaction Fee	\$31.50
Broker Fee	\$500.00
Total Payable	\$19,111.50

In addition to the subjectivities listed in the attached quote, we require receipt, review, and acceptance of:

- As noted on quote letter

Coverage: Excess Cyber

Please let me know if you have any questions or if you would like to discuss the attached quote.

Thanks,

Conor Middleton
conor.middleton@prowritersins.com

QUOTE ONLY – NO COVER GIVEN



GLOBAL RISKS

Market Reform Contract

UMR/Policy No. B1230FC

Insured: City of Lawton

Period: From: TBA

To: TBA

LLOYD'S PRIVACY POLICY STATEMENT

UNDERWRITERS AT LLOYD'S, LONDON

The Certain Underwriters at Lloyd's, London want you to know how we protect the confidentiality of your non-public personal information. We want you to know how and why we use and disclose the information that we have about you. The following describes our policies and practices for securing the privacy of our current and former customers.

INFORMATION WE COLLECT

The non-public personal information that we collect about you includes, but is not limited to:

- Information contained in applications or other forms that you submit to us, such as name, address, and social security number
- Information about your transactions with our affiliates or other third-parties, such as balances and payment history
- Information we receive from a consumer-reporting agency, such as credit-worthiness or credit history

INFORMATION WE DISCLOSE

We disclose the information that we have when it is necessary to provide our products and services. We may also disclose information when the law requires or permits us to do so.

CONFIDENTIALITY AND SECURITY

Only our employees and others who need the information to service your account have access to your personal information. We have measures in place to secure our paper files and computer systems.

RIGHT TO ACCESS OR CORRECT YOUR PERSONAL INFORMATION

You have a right to request access to or correction of your personal information that is in our possession.

CONTACTING US

If you have any questions about this privacy notice or would like to learn more about how we protect your privacy, please contact the agent or broker who handled this insurance. We can provide a more detailed statement of our privacy practices upon request.

06/03
LSW1135B

QUOTE ONLY – NO COVER GIVEN

RISK DETAILS

Unique Market Reference:

B1230FC

Type:

Excess Social Engineering Fraud Insurance

Insured:

City of Lawton

Address:

212 SW 9th St,
Lawton,
OK 73501-3944
USA

Period:

From: TBA
To: TBA
Both days at 12.01 a.m. Local Standard Time at the address of the Insured

Interest:

Excess Social Engineering Fraud and as fully defined in the contract wording and clauses referenced herein.

Sum Insured:

USD 750,000 in the aggregate

In excess of

USD 250,000 in the aggregate

Underlying Insurance:

In excess of:

Primary Policy – TBA

Limit: USD 250,000 aggregate limit in respect of Cyber Crime Coverage only

Retention: TBA

Carrier: Indian Harbor Insurance Company

Period: 25th November 2024 – 25th November 2025

**Situation/
Territorial Limits:**

Worldwide

Conditions:

1. Lloyd's Short Excess Financial Institution Policy (Step Down) – as attached
2. LSW 778 Retroactive Clause: *EXPIRY (OR INCEPTION IF NEW LIMIT)*
3. NMA 2918 War & Terrorism Exclusion Clause.
4. NMA 1622 Radioactive Contamination & Nuclear Assemblies Exclusion Clause.
5. Asbestos Exclusion.
6. LSW 3001 60 Days Premium Payment Clause with 15 days notice

QUOTE ONLY – NO COVER GIVEN

7. LMA 3100A Sanctions Limitation Clause
8. Follow-form of Cyber Crime Only Endorsement
9. CL370 – Institute Radioactive Contamination, Chemical, Biological, Bio-Chemical and Electromagnetic Weapons Exclusion Clause
10. IUA 04 019 Commercial Crime Ransomware Exclusion
11. LMA 5429 Cyber Risks Endorsement No. 2
12. Notification of claims to:
Amwins Global Risks Ltd
22 Bishopsgate
London EC2N 4BQ
Email: agr.profinclaims@amwins.com

Subjectivities:

1. Receipt, review and acceptance of the full Cyber Crime Endorsement (i.e. policy terms)
2. SEF Questionnaire

Underwriters require receipt of the above subjectivities at inception.

If the Insured fails to provide responses to the subjectivities (responses which underwriters deem to be satisfactory) within the agreed time frame, Underwriters reserve the right to amend the terms, conditions and/or premium of the contract and/or may issue a notice of cancellation of the policy/certificate in accordance with the terms and provisions of the contract wording to which this risk is subject.

Until the subjectivities have been satisfied or until the timeframe has expired coverage remains in full force and effect as detailed in the contract wording herein.

Notices:

LSW1135B Lloyd's US Privacy Statement

Express Warranties:

None, other than those included in the standard policy wording.

Conditions Precedent:

None, other than those included in the standard policy wording.

Choice of Law & Jurisdiction:

This insurance shall be governed by and construed in accordance with the laws of Oklahoma. Each party agrees to submit to the exclusive jurisdiction of any competent court within the United States of America.

LMA5020 Service of Suit Clause naming:

Lloyd's America, Inc.
Attention: Legal Department
280 Park Avenue, East Tower, 25th Floor
New York, NY 10017

Premium:

USD 17,500 annual

TRIA PREMIUM: APPLICABLE

Cover Note/ Policy to include LMA 5390 in full if TRIA not purchased.

QUOTE ONLY – NO COVER GIVEN

Final position if TRIA applicable: NOT PURCHASED

**Premium
Payment Terms:**

LSW 3001 – 60 Days Premium Payment Clause with 15 days notice

**Taxes Payable by
Insurers and
Administered by
Insured or
their Agent**

Not Applicable

**Taxes Payable
by Assured
and Administered
by Insurer(s):**

Not Applicable

**Insurer Contract
Documentation:**

This Market Reform Contract details the contract terms entered into by the (Re)Insured(s) and (Re)Insurer(s) and constitutes the contract document. The endorsement(s) or e-endorsement(s) signed by (Re)Insurers shall form the evidence of changes agreed.

This Contract is subject to US state surplus lines requirements. It is the responsibility of the surplus lines broker to affix a surplus lines notice to the contract document before it is provided to the insured. In the event that the surplus lines notice is not affixed to the contract document the insured should contact the surplus lines broker.

Any further documentation changing this contract, agreed in accordance with the contract change provisions set out in this contract, shall form the evidence of such change.

QUOTE ONLY – NO COVER GIVEN

INFORMATION

The following information was provided to insurer(s) to support the assessment of the risk at the time of underwriting.

As held on file with AGR.

SECURITY DETAILS

Written Lines: As per Schedule attached

Mode of Execution Clause

This contract and any changes to it may be executed by:

- a. electronic signature technology employing computer software and a digital signature or digitiser pen pad to capture a person's handwritten signature in such a manner that the signature is unique to the person signing, is under the sole control of the person signing, is capable of verification to authenticate the signature and is linked to the document signed in such a manner that if the data is changed, such signature is invalidated;
- b. a unique authorisation provided via a secure electronic trading platform
- c. a timed and dated authorisation provided via an electronic message/system;
- d. an exchange of facsimile/scanned copies showing the original written ink signature of paper documents;
- e. an original written ink signature of paper documents (or a true representation of a signature, such as a rubber stamp).;

The use of any one or a combination of these methods of execution shall constitute a legally binding and valid signing of this contract. This contract may be executed in one or more of the above counterparts, each of which, when duly executed, shall be deemed an original.

Insurer's Liability:

LMA3333 (Re)Insurers Liability Clause

(Re)insurer's liability several not joint

The liability of a (re)insurer under this contract is several and not joint with other (re)insurers party to this contract. A (re)insurer is liable only for the proportion of liability it has underwritten. A (re)insurer is not jointly liable for the proportion of liability underwritten by any other (re)insurer. Nor is a (re)insurer otherwise responsible for any liability of any other (re)insurer that may underwrite this contract.

The proportion of liability under this contract underwritten by a (re)insurer (or, in the case of a Lloyd's syndicate, the total of the proportions underwritten by all the members of the syndicate taken together) is shown next to its stamp. This is subject always to the provision concerning "signing" below.

In the case of a Lloyd's syndicate, each member of the syndicate (rather than the syndicate itself) is a (re)insurer. Each member has underwritten a proportion of the total shown for the syndicate (that total itself being the total of the proportions underwritten by all the members of the syndicate taken together). The liability of each member of the syndicate is several and not joint with other members. A member is liable only for that member's proportion. A member is not jointly liable for any other member's proportion. Nor is any member otherwise responsible for any liability of any other (re)insurer that may underwrite this contract. The business address of each member is Lloyd's, One Lime Street, London EC3M 7HA. The identity of each member of a Lloyd's syndicate and their respective proportion may be obtained by writing to Market Services, Lloyd's, at the above address.

QUOTE ONLY – NO COVER GIVEN

Proportion of liability

Unless there is “signing” (see below), the proportion of liability under this contract underwritten by each (re)insurer (or, in the case of a Lloyd’s syndicate, the total of the proportions underwritten by all the members of the syndicate taken together) is shown next to its stamp and is referred to as its “written line”.

Where this contract permits, written lines, or certain written lines, may be adjusted (“signed”). In that case a schedule is to be appended to this contract to show the definitive proportion of liability under this contract underwritten by each (re)insurer (or, in the case of a Lloyd’s syndicate, the total of the proportions underwritten by all the members of the syndicate taken together). A definitive proportion (or, in the case of a Lloyd’s syndicate, the total of the proportions underwritten by all the members of a Lloyd’s syndicate taken together) is referred to as a “signed line”. The signed lines shown in the schedule will prevail over the written lines unless a proven error in calculation has occurred.

Although reference is made at various points in this clause to “this contract” in the singular, where the circumstances so require this should be read as a reference to contracts in the plural.

Order Hereon: 100% of 100%

Basis of Written Lines: Percentage of Whole

Basis of Signed Lines: Percentage of Whole

Signing Provisions: Without Disproportionate Signing:

In the event that the written lines hereon exceed 100% of the order, any lines written “to stand” will be allocated in full and all other lines will be signed down in equal proportions so that the aggregate signed lines are equal to 100% of the order without further agreement of any of the (re)insurers.

However:

- a) in the event that the placement of the order is not completed by the commencement date of the period of insurance then all lines written by that date will be signed in full;
- b) the signed lines resulting from the application of the above provisions can be varied, before or after the commencement date of the period of insurance, by the documented agreement of the (re)insured and all (re)insurers whose lines are to be varied. The variation to the contracts will take effect only when all such (re)insurers have agreed, with the resulting variation in signed lines commencing from the date set out in that agreement.

QUOTE ONLY – NO COVER GIVEN

SUBSCRIPTION AGREEMENT:

Contract Leader: As stated here (which takes precedence) or in PPL written lines

Verde Syndicate 318

Basis of Agreement to Contract

Changes: GUA (version 2.0) February 2014 with Non-Marine Schedule (October 2001)

Other Agreement Parties for Contract Changes, for Part 2 GUA Changes only

Slip Leader only to agree part two changes

Agreement Parties for Contract Changes for their proportion only:

None

Basis of Claims Agreement:

As specified under the CLAIMS AGREEMENT PARTIES to be managed in accordance with:

- i) The SINGLE CLAIMS AGREEMENT PARTY ARRANGEMENTS LMA9150 for claims or circumstances assigned as Single Claims Agreement Party Claims (SCAP Claims) or, where it is not applicable , then the following shall apply as appropriate:-
- ii) The Lloyd's Claims Scheme (Combined), or as amended or any successor thereto.
- iii) IUA Claims Agreement Practices
- iv) The practices of any company(ies) electing to agree claims in respect of their own participation.

The applicable arrangements (scheme, agreement or practices) will be determined by the rules and scope of said arrangements and should be referred to as appropriate.

Non-bureau companies to agree claims subject to their own claims agreement procedures

Claims Agreement Parties:

- A. Claims falling within the scope of the LMA9150 to be agreed by the Slip Leader only on behalf of all (re)insurers subscribing to (1) to this Contract on the same contractual terms (other than premium and brokerage) and (2) to these Arrangements.

For the purposes of calculation the Threshold Amount, the sterling rate on the date that a financial value of the claim is first established by the Slip Leader shall be used and the rate of exchange shall be the Bank of England spot rate for the purchases of sterling at the time of the deemed conversion.

- B. For all other claims:

QUOTE ONLY – NO COVER GIVEN

i) For Lloyd's syndicates

The leading Lloyd's syndicate and, where required by the applicable Lloyd's Claims Scheme, the second Lloyd's syndicate is as defined herein except where shown below:

The leading Lloyd's Syndicate: N/A

The second Lloyd's Syndicate: N/A

Where the leading and / or second Lloyd's syndicate is not defined within this heading, then the leading Lloyd's syndicate shall be the Lloyd's Bureau Leader.

The second Lloyd's syndicate shall be:

For physical (non-electronic) placements, the first Lloyd's syndicate stamp (excluding the Lloyd's Bureau Leader stamp);

For electronic placements, the largest Lloyd's syndicate stamp (excluding the Lloyd's Bureau Leader stamp).

Claims

Administration:

AMWINS Global Risks and insurers agree that any claims hereunder (including any claims related costs/fees) will be notified and administered via ECF with any payment(s) processed via CLASS, unless both parties agree to do otherwise.

Where claims or circumstances are not administered via ECF, notification, administration and payment(s) will be electronic.

Where a Lloyd's syndicate or IUA company is not an agreement party to the claim or circumstances (per CLAIMS AGREEMENT PARTIES A. above) they agree to accept correct ECF sequences for administrative purposes to ensure information is circulated to all subscribing parties.

**Rules and Extent
of any other
Delegated Claims
Authority:**

None, unless otherwise specified here by any of the claims agreement parties shown above.

**Expert(s) Fees
Collection:**

AMWINS Global Risks to collect fees for all contract security (insurers), including overseas.

**Settlement Due
Date:**

TBA

**Bureaux
Arrangements:**

Premium and claims to be sent to Xchanging Ins-sure Services for Processing

Xchanging Ins-sure are authorised to sign all risk codes separately from TRIA risk codes in order to comply with Premium Payment Warranty

QUOTE ONLY – NO COVER GIVEN

Where a premium payment warranty or premium payment condition/clause exists and the date is later than the settlement due date, the settlement due date is assumed to be automatically extended to the same date as the premium payment warranty or premium payment condition/clause.

Where a settlement due date, premium payment warranty or premium payment condition/clause due date falls on a weekend or public holiday, presentation or release of delinked item to Xchanging Ins-sure Services on the next working day will be deemed to be in compliance with the settlement due date, premium payment warranty or premium payment condition/clause.

In the event the Settlement Due Date (as detailed in the Subscription Agreement) and/or the Risk Code and/or Year of Account(as detailed in Fiscal and Regulatory) differ from those shown in the Security Schedule attached hereto, the information recorded in the Subscription Agreement shall take precedence.

It is understood that any premium payment warranty, condition or clause applied to the original premium will not apply to any additional premium applied to any endorsement attaching hereto

Where risk has been submitted to Underwriters via PPL XIS to accept that all submitted documents were agreed on PPL

Notice of Cancellation Provisions:

Where (re)insurers have the right to give notice of cancellation, in accordance with the provisions of the contract, then:

To the extent provided by the contract, the Slip Leader is authorised to issue such notice on behalf of all participating (re)insurers; and (optionally)

Any (re)insurer may issue such notice in respect of its own participation.

The content and format of any such notice should be in accordance with the 'Notice of Cancellation' standard, as published by the London Market Group (LMG), or their successor body, on behalf of London Market Associations and participants. However failure to comply with this standard will not affect the validity of the notice given.

The notice shall be provided to the broker by the following means:

By an email to agr.ProfinNOC@amwins.com .

Failure to comply with this delivery requirement will make the notice null and void. Satisfactory delivery of the notice will cause it to be effective irrespective of whether the broker has acknowledged receipt.

QUOTE ONLY – NO COVER GIVEN

FISCAL AND REGULATORY

Tax Payable by Insurer(s): None Applicable

Regulatory Risk Location: Territory: USA
Territory Sub-Division: Oklahoma

High Risk Product Indicator: N

Insurable Interest: Excess Social Engineering Fraud

Overseas Broker: ProWriters

US Classification: US Surplus Lines

Surplus Lines Broker:

State of Filing: Oklahoma

Lloyd's Platform: Lloyd's of London

Allocation of Premium to Coding: Risk Code 1
Risk Code: BB
Premium Allocation: 100%

Regulatory Policyholder Classification: Commercial – Other

QUOTE ONLY – NO COVER GIVEN

BROKER REMUNERATION & DEDUCTIONS SECTION:

Total Brokerage: 16.00%

**Fee Payable
By Insured:** No

**Other Deductions
From Premium:** None

QUOTE ONLY – NO COVER GIVEN

USA & CANADA

LLOYD'S SHORT EXCESS FINANCIAL INSTITUTION POLICY (STEP DOWN)

DECLARATIONS:

Policy Number: B1230FC

Item 1. Name of Insured (herein Insured): **City of Lawton**

Principal Address: 212 SW 9th St,
Lawton,
OK 73501-3944
USA

Item 2. Policy Period: from 12.01 a.m. on TBA
to 12.01 a.m. on TBA
standard time at the Principal Address as to each of said
dates.

IMPORTANT: THIS POLICY DEFINITELY EXPIRES ON THE DATE STATED ABOVE WITHOUT FURTHER NOTICE BY OR ON BEHALF OF THE UNDERWRITERS.

Item 3. Aggregate Limit of Liability: USD 250,000

Item 4. Underlying Primary Limit(s): USD 750,000 in the aggregate in respect of Cyber Crime Coverage only

Item 5. Underlying Primary Insurer(s) Policy Number(s): Primary: TBA

Item 6. Underlying Deductible applicable to each loss: TBA

Item 7. Premium: USD 17,500 annual

Item 8. Retroactive Date: EXPIRY (OR INCEPTION IF NEW LIMIT)

Item 9. Notification of Loss to: Amwins Global Risks Limited
22 Bishopsgate
London
EC2N 4BQ
UK

QUOTE ONLY – NO COVER GIVEN

agr.profinclaims@amwins.com

Item 10. Service of Suit: Lloyd's America, Inc.
Attention: Legal Department
280 Park Avenue, East Tower, 25th Floor
New York
NY 10017
USA

Dated in London the

QUOTE ONLY – NO COVER GIVEN

WHEREAS the Insured is carrying insurance under a Financial Institution Policy issued by the Insurer(s) shown in Item 5 of the Declarations (hereinafter referred to as the "Underlying Primary Insurer(s)");

NOW THEREFORE, WE THE Underwriters subscribing to this Policy, in consideration of the payment of the premium and subject to the Declarations and other terms and conditions of this Policy, agree to make good to the Insured such loss sustained and discovered as hereinafter provided, to an amount not exceeding the Aggregate Limit of Liability stated in Item 3 of the Declarations.

CONDITIONS

1. MAINTENANCE OF THE UNDERLYING PRIMARY INSURANCE

This Policy is subject to the same warranties, terms and conditions (except as regards the premium, the amount and limits of liability and the renewal agreement, if any, and except as otherwise provided herein) as are contained in or may be added to the Policy(s) of the Underlying Primary Insurer(s).

No amendment or alteration to the Policy(s) of the Underlying Primary Insurer(s) including but not limited to any extension in the scope or nature of the coverages afforded, shall be binding hereunder unless and until specifically agreed by the Underwriters hereon.

It is a condition of this Policy that the Policy(s) of the Underlying Primary Insurer(s) shall be maintained in full force and effect during the currency of this Policy except for the partial erosion or complete exhaustion of any aggregate limit(s) contained therein solely by payment of claims in respect of losses discovered during the Policy Period. Termination or cancellation of the Policy(s) of the Underlying Primary Insurer(s) other than by reason of exhaustion of any aggregate limit(s), as aforesaid, shall be deemed to effect simultaneous termination or cancellation of this Policy unless otherwise agreed by the Underwriters hereon.

2. ATTACHMENT OF LIABILITY

It is a condition of this Policy that liability to pay under this Policy shall attach only when the Underlying Primary Insurer(s) shall have admitted liability for the Underlying Primary Limit(s) stated in Item 4 of the Declarations and then only after the Underlying Primary Insurer(s) have paid or have been held liable to pay, the full amount of such Underlying Primary Limit(s).

3. UNDERWRITERS LIABILITY IN THE EVENT OF EROSION OR EXHAUSTION OF THE UNDERLYING PRIMARY LIMIT(S)

In the event of erosion or exhaustion of the Underlying Primary Limit(s) by payment of claims in respect of losses discovered during the Policy Period, this Policy shall

- a) if erosion be partial, pay the excess of the reduced Underlying Primary Limit(s) of the Policy(s) of the Underlying Primary Insurer(s), or
- b) if exhaustion be complete, continue in force in place of such Policy(s) of the Underlying Primary Insurer(s);

subject always to the Aggregate Limit of Liability as stated in Item 3 of the Declarations and the Underlying Deductible as stated in Item 6 of the Declarations.

4. NOTIFICATION OF CLAIMS

It is a condition of this Policy that the Insured, upon discovery of any loss involving (or potentially involving) amounts which could give rise to a claim hereunder shall give immediate written notice thereof to the person or firm named in Item 9 of the Declarations, and in any

QUOTE ONLY – NO COVER GIVEN

event in compliance with any specific time period(s) required for such notification in the Policy(s) of the Underlying Primary Insurer(s).

5. FRAUDULENT OR FALSE CLAIMS

It is a condition of this Policy that if the Insured shall make any claim knowing the same to be false or fraudulent, as regards amount or otherwise, this Policy shall become void and all claims hereunder shall be forfeited.

6. SUBROGATION RIGHTS

It is a condition of this Policy that Underwriters upon the payment of any loss hereunder shall become subrogated to all the rights and remedies of the Insured in respect of such loss.

7. LOSS SUSTAINED AND DISCOVERED

It is agreed that

- (a) this Policy shall cover only those losses first discovered during the Policy Period stated in Item 2 of the Declarations and;
- (b) this Policy shall not cover any loss arising from any notification made by the Insured to any prior insurer; and
- (c) if any Retroactive Date is specified in Item 8 of the Declarations, this Policy shall not cover any loss sustained prior to such Retroactive Date or any loss involving any act, error, omission, transaction, occurrence, casualty or event which occurred or commenced prior to said Retroactive Date.

DEFINITIONS

EACH LOSS

The definition of each loss for the purpose of this Policy shall be the sum of all covered loss, including court costs and attorney's fees, resulting from

- (a) any one act or series of related acts of burglary, robbery or attempt thereof, in which no Employee is implicated, or
- (b) any one act or series of related unintentional or negligent acts or omissions on the part of any person (whether an Employee or not) resulting in damage to or destruction or misplacement of Property, or
- (c) all acts or omissions other than those specified in (a) and (b) preceding, caused by any person (whether an Employee or not) or in which such person is implicated, or
- (d) any one casualty or event not specified in (a), (b) or (c) preceding.

RAGJ SHORT EXCESS FINANCIAL INSTITUTION POLICY (STEP DOWN) 0787.

QUOTE ONLY – NO COVER GIVEN

RETROACTIVE DATE CLAUSE

It is hereby noted and agreed that Underwriters shall not be liable for any **Loss** or **Claim** arising out of or in any way involving any act, error or omission committed or alleged to have been committed prior to:

- (i) *EXPIRY (OR INCEPTION IF NEW LIMIT)*

All other terms and conditions remain unchanged.

QUOTE ONLY – NO COVER GIVEN

WAR AND TERRORISM EXCLUSION ENDORSEMENT

Notwithstanding any provision to the contrary within this insurance or any endorsement thereto it is agreed that this insurance excludes loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any of the following regardless of any other cause or event contributing concurrently or in any other sequence to the loss;

1. war, invasion, acts of foreign enemies, hostilities or warlike operations (whether war be declared or not), civil war, rebellion, revolution, insurrection, civil commotion assuming the proportions of or amounting to an uprising, military or usurped power; or
2. any act of terrorism.

For the purpose of this endorsement an act of terrorism means an act, including but not limited to the use of force or violence and/or the threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s) or government(s), committed for political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public, or any section of the public, in fear.

This endorsement also excludes loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way relating to 1 and/or 2 above.

If the Underwriters allege that by reason of this exclusion, any loss, damage, cost or expense is not covered by this insurance the burden of proving the contrary shall be upon the Assured.

In the event any portion of this endorsement is found to be invalid or unenforceable, the remainder shall remain in full force and effect.

08/10/01
NMA2918

QUOTE ONLY – NO COVER GIVEN

**RADIOACTIVE CONTAMINATION AND EXPLOSIVE NUCLEAR ASSEMBLIES EXCLUSION
CLAUSE**

(Approved by Lloyd's Underwriters' Non-Marine Association)

This Policy does not cover

- (a) loss or destruction of or damage to any property whatsoever or any loss or expense whatsoever resulting or arising therefrom or any consequential loss
- (b) any legal liability of whatsoever nature

directly or indirectly caused by or contributed to by or arising from

- (i) ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel
- (ii) the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.

4/4/68
NMA1622

QUOTE ONLY – NO COVER GIVEN

ASBESTOS EXCLUSION

This Certificate does not cover any loss, cost or expense directly or indirectly arising out of, resulting as a consequence of, or related to the manufacture, mining, processing, distribution, testing, remediation, removal, storage, disposal, sale, use of or exposure to asbestos or materials or products containing asbestos whether or not there is another cause of loss which may have contributed concurrently or in any sequence to a loss.

TOXIC MOULD EXCLUSION

- A. Excluding all loss, cost or expense directly or indirectly arising out of, resulting from or in any way related to Fungi whether or not there is another cause of loss which may have contributed concurrently or in any sequence to a loss.
- B. "Fungi" as utilised herein, shall mean any fungus or mycota or any byproduct or type or infestation produced by such fungus or mycota, including but not limited to mould, mildew, mycotoxins, spores or any biogenic aerosols.

QUOTE ONLY – NO COVER GIVEN

PREMIUM PAYMENT CLAUSE

Notwithstanding any provision to the contrary within this contract or any endorsement hereto, in respect of non payment of premium only the following clause will apply.

The (Re)Insured undertakes that premium will be paid in full to (Re)Insurers within 60 days of inception of this contract (or, in respect of instalment premiums, when due).

If the premium due under this contract has not been so paid to (Re)Insurers by the 60th day from the inception of this contract (and, in respect of instalment premiums, by the date they are due) (Re)Insurers shall have the right to cancel this contract by notifying the (Re)Insured via the broker in writing. In the event of cancellation, premium is due to (Re)Insurers on a pro rata basis for the period that (Re)Insurers are on risk but the full contract premium shall be payable to (Re)Insurers in the event of a loss or occurrence prior to the date of termination which gives rise to a valid claim under this contract.

It is agreed that (Re)Insurers shall give not less than 15 days prior notice of cancellation to the (Re)Insured via the broker. If premium due is paid in full to (Re)Insurers before the notice period expires, notice of cancellation shall automatically be revoked. If not, the contract shall automatically terminate at the end of the notice period.

If any provision of this clause is found by any court or administrative body of competent jurisdiction to be invalid or unenforceable, such invalidity or unenforceability will not affect the other provisions of this clause which will remain in full force and effect.

30/09/08
LSW3001

QUOTE ONLY – NO COVER GIVEN

SANCTIONS LIMITATION CLAUSE

No (re)insurer shall be deemed to provide cover and no (re)insurer shall be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose that (re)insurer to any sanction, prohibition or restriction under United Nations' resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America.

LMA3100A
5 October 2023

QUOTE ONLY – NO COVER GIVEN

FOLLOW-FORM OF CYBER CRIME ONLY ENDORSEMENT (incl. drop-down provision in the event of erosion)

It is hereby noted and agreed that this policy provides coverage solely in respect of the following Insuring Clause(s):

- Cyber Crime Endorsement

This policy shall provide a limit of USD 750,000 in excess of USD 250,000, which is in turn excess of the Underlying Retention of TBA. In the event that the underlying coverage being followed is unavailable due to payment of Claim or Claims by Insurers relating to any other Insuring Clause(s) of the Underlying Primary Policy, then this policy shall continue in force subject to the minimum attachment amount of TBA (being the equivalent of the Underlying Sub-Limit plus the Underlying Retention, if it were available).

All other terms, conditions and limitations of this policy remain unaltered.

QUOTE ONLY – NO COVER GIVEN

**INSTITUTE RADIOACTIVE CONTAMINATION, CHEMICAL, BIOLOGICAL, BIO-CHEMICAL
AND ELECTROMAGNETIC WEAPONS EXCLUSION CLAUSE**

This clause shall be paramount and shall override anything contained in this insurance inconsistent therewith

1. In no case shall this insurance cover loss damage liability or expense directly or indirectly caused by or contributed to by or arising from
 - 1.1 ionising radiations from or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel
 - 1.2 the radioactive, toxic, explosive or other hazardous or contaminating properties of any nuclear installation, reactor or other nuclear assembly or nuclear component thereof
 - 1.3 any weapon or device employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter
 - 1.4 the radioactive, toxic, explosive or other hazardous or contaminating properties of any radioactive matter. The exclusion in this sub-clause does not extend to radioactive isotopes, other than nuclear fuel, when such isotopes are being prepared, carried, stored, or used for commercial, agricultural, medical, scientific or other similar peaceful purposes
 - 1.5 any chemical, biological, bio-chemical, or electromagnetic weapon.

CL370
10/11/2003

QUOTE ONLY – NO COVER GIVEN

COMMERCIAL CRIME RANSOMWARE EXCLUSION

1. This endorsement takes priority over any other provision in this policy.
2. This policy excludes any loss, damage, costs, expenses, Ransom or any other amount caused by, resulting from or arising out of Ransomware or Denial of Service or the threat or hoax thereof.

Definitions

3. Ransom means a demand for payment of money, including cryptocurrency or digital currency, or other valuable consideration, made by a third party holding itself out as responsible for an actual or threatened Ransomware or Denial of Service attack.
4. Ransomware means the introduction of malware or code directly or indirectly causing unauthorised:
 - (i) total or partial blocking of access to, disruption of normal operations of, Computer System(s); or
 - (ii) encryption, corruption, deletion, acquisition, transmission or publication of Data connected with a demand for payment of a Ransom.
5. Denial of Service means an attack implemented over the internet or network directly or indirectly to cause disruption to the normal operations of, or the total or partial blocking of access to, Computer System(s) through excessive network traffic connected with a demand for payment of a Ransom.
6. Data means information used, accessed, processed, transmitted or stored by a Computer System.
7. Computer System means any computer, hardware, software, communications system, electronic device (including, but not limited to, smart phone, laptop, tablet, wearable device), server, cloud or microcontroller including any similar system or any configuration of the aforementioned and including any associated input, output, data storage device, networking equipment or back up facility, owned or operated by the Insured or any other party.

IUA 04-019 06.07.2021

CYBER RISKS ENDORSEMENT NO. 2
(For use with Bankers Blanket Bond and Crime Policies)

This Policy does not contain a specific **Cyber Act** or **Cyber Incident** exclusion, therefore a loss (which is otherwise covered by an insuring clause herein) due to a **Cyber Act** or a **Cyber Incident** will be payable subject to all of the terms, conditions, warranties and exclusions of this Policy.

Definitions

Computer System means any computer, hardware, software, communications system, electronic device (including, but not limited to, smart phone, laptop, tablet, wearable device), server, cloud or microcontroller including any similar system or any configuration of the aforementioned and including any associated input, output, data storage device, networking equipment or back up facility, owned or operated by the Insured or any other party.

Cyber Act means an unauthorised, malicious or criminal act or series of related unauthorised, malicious or criminal acts, regardless of time and place, or the threat or hoax thereof involving access to, processing of, use of or operation of any **Computer System**.

Cyber Incident means:

- 1.1 any error or omission or series of related errors or omissions involving access to, processing of, use of or operation of any **Computer System**; or
- 1.2 any partial or total unavailability or failure or series of related partial or total unavailability or failures to access, process, use or operate any **Computer System**.

LMA5429
19 June 2020

QUOTE ONLY – NO COVER GIVEN

SERVICE OF SUIT CLAUSE (U.S.A.)

This Service of Suit Clause will not be read to conflict with or override the obligations of the parties to arbitrate their disputes as provided for in any Arbitration provision within this Policy. This Clause is intended as an aid to compelling arbitration or enforcing such arbitration or arbitral award, not as an alternative to such Arbitration provision for resolving disputes arising out of this contract of insurance (or reinsurance).

It is agreed that in the event of the failure of the Underwriters hereon to pay any amount claimed to be due hereunder, the Underwriters hereon, at the request of the Insured (or Reinsured), will submit to the jurisdiction of a Court of competent jurisdiction within the United States. Nothing in this Clause constitutes or should be understood to constitute a waiver of Underwriters' rights to commence an action in any Court of competent jurisdiction in the United States, to remove an action to a United States District Court, or to seek a transfer of a case to another Court as permitted by the laws of the United States or of any State in the United States.

It is further agreed that service of process in such suit may be made upon

Lloyd's America, Inc.
Attention: Legal Department
280 Park Avenue, East Tower, 25th Floor
New York, NY 10017

and that in any suit instituted against any one of them upon this contract, Underwriters will abide by the final decision of such Court or of any Appellate Court in the event of an appeal.

The above-named are authorized and directed to accept service of process on behalf of Underwriters in any such suit and/or upon the request of the Insured (or Reinsured) to give a written undertaking to the Insured (or Reinsured) that they will enter a general appearance upon Underwriters' behalf in the event such a suit shall be instituted.

Further, pursuant to any statute of any state, territory or district of the United States which makes provision therefor, Underwriters hereon hereby designate the Superintendent, Commissioner or Director of Insurance or other officer specified for that purpose in the statute, or his successor or successors in office, as their true and lawful attorney upon whom may be served any lawful process in any action, suit or proceeding instituted by or on behalf of the Insured (or Reinsured) or any beneficiary hereunder arising out of this contract of insurance (or reinsurance), and hereby designate the above-named as the person to whom the said officer is authorized to mail such process or a true copy thereof.

LMA5020

14/09/2005



City of Lawton

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

Commentary

File #: 25-0032

Agenda Date: 1/28/2025

Agenda No: 11.

ITEM TITLE:

Consider extending contract (CL23-009) Liquid Ammonium Sulfate with Brenntag Southwest, Inc. Chemical use in the treatment of water.

INITIATOR: Rusty Whisenhunt, Director of Public Utilities

STAFF INFORMATION SOURCE: Carl Gray, WTP Superintendent
Colbie Garrett, Buyer-Financial Services

BACKGROUND: The contract (CL23-009) Liquid Ammonium Sulfate is currently in effect. The vendor has agreed to the contract extension with the same terms, conditions, and prices currently in effect. The recommendation has been received from Water Plant Superintendent that the contract be extended for an additional year. The vendor has satisfactorily fulfilled the terms and conditions of the current contract. **This chemical is imperative for function of our water plants to provide a safe community through clean water for the citizens as stated in the True North Culture.**

EXHIBITS: Department Recommendation, Vendor Extension Form, Original Contract.

KEY ISSUES: Does the City of Lawton wish to extend contract (CL23-009) Liquid Ammonium Sulfate with Brenntag Southwest, Inc. of Lancaster TX

FUNDING SOURCE: MPWTP Chemical Account (7006509-51015), SEWTP Chemical Account (7006510-51015)

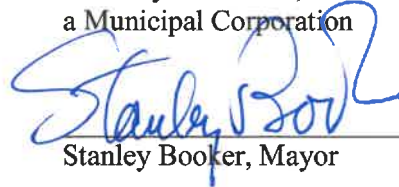
RECOMMENDED COUNCIL ACTION: Extend contract (CL23-009) Liquid Ammonium Sulfate with Brenntag Southwest, Inc. of Lancaster TX., in the estimated amount of \$133,000.00 annually.

Contract: CL23-009 Liquid Ammonium Sulfate
Vendor(s): Brenntag Southwest, Inc.

CITY APPROVAL

Acceptance and entry into this agreement by and on behalf of the City of Lawton is made this 14th day of February, 2023.

The City of Lawton, Oklahoma
a Municipal Corporation

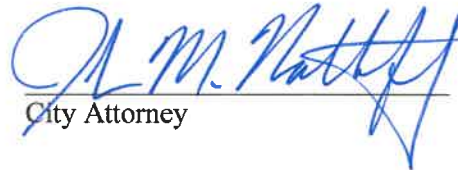

Stanley Booker, Mayor

ATTEST:


Traci Hushbeck, City Clerk

LEGAL REVIEW

APPROVED, as to form and legality on behalf of the City of Lawton on the 20th
day of February, 2023.


City Attorney



City of Lawton

Department of Public Utilities

E-mail: cityof.lawton.ok.us
Telephone 580-581-3405
Fax 580-581-3407

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

To: Justine Guevara, Buyer Financial Services
From: Carl Gray, Water Plants Superintendent *CG*
Thru: Rusty Whisenhunt, Director of Public Utilities *WRW*
Subject: CL23-009 – Liquid Ammonium Sulfate
Date: January 11, 2023

After reviewing the bids, it is recommended to award the contract for Liquid Ammonia Sulfate to the low bidder, Brenntag Southwest. Inc. The bid meets all requirements.

Funds are available in the Medicine Park Water Treatment Plant and Southeast Water Treatment Plant Divisions' Chemical Accounts (7006509-51015) and (7006510-51015).

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

City of Lawton INVITATION TO BID AND CONTRACT

MAIL SEALED BIDS TO: City Clerk City of Lawton 212 SW 9th Street Lawton, OK 73501		DIRECT INQUIRIES TO: maegan.bishop@lawtonok.gov justine.quevara@lawtonok.gov QUESTIONS REGARDING BID: www.bidsync.com/bidsync-cas/	
Date Bid Typed: December 15, 2022	Dates Bid Advertised: December 16, 2022	No Bids Received After: January 10, 2023 2:00pm	
Contract Number and Title: CL23-009 Liquid Ammonium Sulfate		Requirements-type Contract:	Contract Period: 12 months
Bid Openings are held at Lawton City Hall 2nd Floor Conference Room 212 SW 9th Street Lawton, OK 73501 @ 2:00 pm			
Vendor Name and Point of Contact: Brenntag Southwest, Inc., Gayle Tullier		Reason for No Bid:	
Mailing Address: 704 E Wintergreen Rd		Terms: 0%, Net 30 Days	
City: Lancaster, Texas	State: Texas	Zip: 75134	Delivery: 3 Days ARO
Area Code and Phone Number: (918) 273-2265		Email Address: gtullier@brenntag.com	
Federal Employer Identification Number or Social Security Number 75-1898378			

THIS BID INVALID IF NOT SIGNED AND NOTARIZED

AFFIDAVIT: STATE OF Texas COUNTY OF Dallas

W. Thomas Crain, Jr. 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.


SIGNATURE OF AUTHORIZED AGENT

Firm: Brenntag Southwest, Inc.
Address: 704 E Wintergreen Rd
Lancaster, Texas 75134
(City, State, Zip)
Phone: (918) 273-2265

W. Thomas Crain, Jr., President
PRINT/TYPE NAME/TITLE
Subscribed & sworn before me this 9th day of January, 2023.
Notary Public
My Commission expires: August 29, 2024

[AFFIX SEAL]

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

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

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

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

6. **AWARDS:**

- a. As the best interest of the City may require, the right is reserved to:
 - 1. Award by individual item, group of items, all or none, or a combination thereof.
 - 2. Award based upon a geographical district basis with one or more suppliers.
 - 3. To reject any and all bids or waive any minor irregularity or technicality in bids received.
- b. Bidder/vendors are cautioned to make no assumptions regarding their success on the awarding of any contract unless their bid has been evaluated as being responsive, the contract awarded by City Council, and appropriate documents executed. The City of Lawton reserves the right to add or delete any item from this contract when deemed to be in the City's best interest.

7. **ACCEPTANCE OF CONTRACT:** This document constitutes only the bidder/vendor's bid until it is accepted by the City Council for the City of Lawton and is executed by the Mayor and City Clerk on behalf of the City of Lawton.

8. **WAIVER:** The City of Lawton reserves the right to waive any General Provisions, Special Provision, or minor specification deviation when considered to be in the best interest of the City.

9. **CHANGES TO SPECIFICATIONS:** Bids are to be submitted in accordance with the specifications provided. Any exceptions to the specifications must be indicated in the place provided on the specification page(s) or by separate letter from the bidder/vendor, if a place is not provided in the specifications. Changes in specification reducing the quality, versatility or applicability of the product or service shall cause the rejection of the bid. The City shall make the final determination. Failure to notice the City of the deviation from the specification may cause the bid to be rejected at the discretion of the City.

10. **MISTAKES:** Bidder/Vendors are expected to examine the specifications, delivery schedule, bid prices and all instructions pertaining to supplies and services. Failure to do so will be at bidder/vendor's risk. In all cases, the UNIT PRICE WILL GOVERN.

11. **INFORMATION:** The bidder/vendor must provide information pertinent to items you are bidding. Complete catalogues are not necessary. If furnished, however, the bidder/vendor must identify the exact location in the catalogue and circle or identify clearly the item being bid.

12. **MANUFACTURERS' NAMES AND APPROVED EQUIVALENTS:** Any manufacturers' names, trade name brand names, information and/or catalog numbers listed in a specification are for information and not intended to limit competition. The bidder/vendor may offer any brand for which he is an authorized representative, which meets or exceeds the specification for any item(s). If bids are based on equivalent products, indicate on the bid form the manufacturer's name and model number. Bidder/Vendor shall submit with his proposal sketches, descriptive literature, and/or complete specifications. References to literature submitted with a previous bid will not satisfy this provision. The bidder/vendor shall also explain in detail the reason(s) why the proposed equivalent will meet the specifications and not be considered an exception thereto. Bids, which do not comply with these requirements, are subject to rejection. Bids lacking any written indication of intent to quote an alternate brand will be received and considered to be in complete compliance with the specifications as listed on the bid form.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

STATE OF Texas

SS

COUNTY OF Dallas

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.

Brenntag Southwest, Inc.
Business Name / Contractor Name

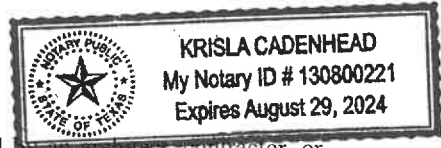
[AFFIX SEAL]

W. Thomas Crain, Jr.
Signed
Print : W. Thomas Crain, Jr.

Attested to before me this 9th day of January 2023.

Krisla Cadenhead
Notary Public

My Commission Expires August 29 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 SPECIFICATION

SPECIFICATION NUMBER: M-137

SPECIFICATION TITLE: Liquid Ammonium Sulfate technical grade (LAS)

APPROVAL DATE: 01-12-11

DELIVERY: Medicine Park Water Treatment Plant

**82 Lake Drive
Medicine Park OK 73557**

and/or

**Southeast Water Treatment Plant
4596 SE 15th Street
Lawton OK 73501**

a. Item(s) shall be delivered, FOB, to the address shown above.

WARRANTY: N/A

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.

ITEM	DESCRIPTION	COMPLY	
		Y	N
1	Liquid Ammonium Sulfate (LAS) (NH ₄) ₂ SO ₄ 9.5 - 11.0% as NH ₃	X	
2	Specific gravity @ 60° F, approximately 1.20 – 1.24	X	
3	pH 4.0- 5.5 su	X	
4	Nonvolatile matter, 0.05% maximum	X	

Bid Number: CL23-009

Bid Title: Liquid Ammonium Sulfate

Vendor Name: Brenntag Southwest, Inc.

(please complete above information)

Price Bid

(must be completed and returned with the bid)

Item	Description	Est Qty	Unit	Unit Price
1	Liquid Ammonium Sulfate			
a	Medicine Park Water Treatment Plant (MPWTP)	600,000	lbs	\$0.2088/lb
b	Southeast Water Treatment Plant (SEWTP)	140,000	lbs	\$0.2088/lb

Notes:

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

DELIVERY:

- Product must be shipped in bulk of approximately 42,000 lbs (4000 gal)
- Deliveries must be made between 8am – 4pm CT Monday thru Friday unless otherwise specified
- Vendor to state delivery time. This information will be considered during bid evaluation.
- Vendor must state urgency delivery time (ie.1-2 days ARO)
- Delivery ARO: 2-3 DAYS UPON RECEIPT OF ORDER

MISCELLANEOUS:

- Vendor is to supply security information 24 hours prior to delivery, ie., drivers name, license number, picture, trailer number, hatch seal numbers.
- Vendor to supply certified weight certificate and product analysis at time of delivery. Payment shall be made only for the weight of product delivered.
- Vendor must supply a current and complete material safety data sheet (MSDS) before their first delivery.
- Product acceptability shall be established under the applicable ANSI/NSF Standard (60 or 61) and must be certified as suitable for contact with or treatment of drinking water.
- The vendors agent (truck driver) shall provide samples for the plant operator. Plant operator will provide sample containers.
- The City shall retain one sample from each shipment. The sample will be held until the next shipment of product is received. The vendor agrees the content of this sample fairly represents the quality of the product delivered in that shipment.

I CERTIFY that I have opened, read, and recorded

ABSTRACT OF BIDS

Signature:

IFB/RFP Number CL23-009		Page <u>1</u> of <u>1</u>		Bidder Number <u>1</u>	
IFB/RFP Title Liquid Ammonium Sulfate		Date Opened: Tuesday, January 10, 2023		Pencco Sarah Duffy PO Box 600 San Felipe, TX 77473 979-885-0005 sarah@pencco.com	
Buyer Justine Guevara		Number of ADDENDA Issued None		N/A N/A	
DELIVERY: CORPORATE SEAL OR NOTARY: AFFIDAVIT OF PAYMENTS....\$25,000: CERTIFICATE OF INSURANCE ENCLOSED:				As required N/A N/A N/A	
Item No.	Description of Bid Item	Est. Qty	Unit	Unit Price	Amount / Remarks
1	Liquid Ammonium Sulfate				
	a. Medicine Park Water Treatment	600,000	lbs	--	NO BID
	b. Southeast Water Treatment	140,000	lbs	--	NO BID

and herein all bids received and listed below:

Bidder Number <u>2</u>		Bidder Number <u>3</u>		Bidder Number <u>4</u>	
Brenntag Southwest, Inc. Gayle Tullier 704 E Wintergreen Rd Lancaster, TX 75134 918-273-2265 gtullier@brenntag.com		Chemtrade Chemicals US, LLC. Elizabeth Ryno 90 East Halsey Road, Suite 200 Parsippany, NJ 07054 800-441-2659 bids@chemtradelogistics.com		Chemtrade Chemicals US, LLC. Roise Holiday 12720 E US Hwy 92 trl: 427 Dover, FL 33527 206-653-5075 munteam-west@univarsolutions.com	
N/A		N/A		N/A	
N/A		N/A		N/A	
As required		As required		As required	
Yes		Yes		Yes	
Yes		Yes		Yes	
N/A		N/A		Yes	
Unit Price	Amount / Remarks	Unit Price	Amount / Remarks	Unit Price	Amount / Remarks
	--		--		--
\$0.2088		\$0.22		\$0.308	
\$0.2088		\$0.22		\$0.308	



City of Lawton

Department of Public Utilities

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

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

To: Colbie Garrett, Buyer
From: Rusty Whisenhunt, Director of Public Utilities *W*
Carl Gray, Water Plants Superintendent *W*
Subject: CL23-009 Liquid Ammonium Sulfate *W*
Date: December 13, 2024

It is recommended to extended the contract for Liquid Ammonium Sulfate with Brenntag Southwest, Inc. for an additional year. The contract will expire on February 28, 2025. quantities will remain the same; contract purchases are estimated to be greater than \$85,000 per fiscal year.

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

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

CONTRACT EXTENSION FORM

CONTRACT TITLE: Liquid Ammonium Sulfate
CONTRACT NUMBER: CL23-009

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

1. The contract period is extended to February 28, 2026, by mutual agreement between the undersigned vendor and the City of Lawton, Oklahoma subject to funding availability beyond this fiscal year.
2. All other terms and conditions of the contract or any written modifications thereto remain unchanged.
3. The laws of the State of Oklahoma shall govern this contract.

WITNESS the hands of the parties hereto this 19th day of December, 2024.

AFFIDAVIT:

STATE OF Texas COUNTY OF Dallas

W. Thomas Crain, Jr. (name of affiant), of lawful age, being first duly sworn, on oath says that:

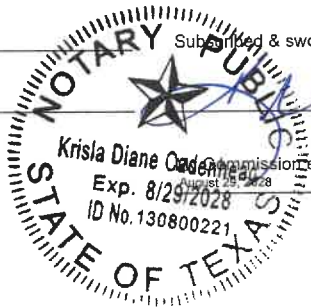
1. Affiant is the duly authorized agent of the vendor executing the extension to the above referenced agreement, and that as such agent Affiant has the authority to bind the vendor, whether an individual, partnership, or corporation, for the purpose of negotiating and entering into any extension to or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

Firm: Brenntag Southwest, Inc. W. Thomas Crain, Jr.
SIGNATURE OF AUTHORIZED AGENT

Address: 704 E. Wintergreen Rd. W. Thomas Crain, Jr., President
PRINT/TYPE NAME/TITLE

Lancaster, Texas 75134
(City, State, Zip)

Phone: (972) 218-3500 Subscribed & sworn before me this 19th day of December, 2024



Krisla Diane Odenberg
Notary Public
City of Lawton, Oklahoma
A Municipal Corporation

Stanley Booker, Mayor

ATTEST:

CITY CLERK

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

CITY ATTORNEY



City of Lawton

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

Commentary

File #: 25-0033

Agenda Date: 1/28/2025

Agenda No: 12.

ITEM TITLE:

Consider extending contract (CL23-010) Sodium Hydroxide with Petra Chemical Company, LLC. Chemical used in the treatment of water.

INITIATOR: Rusty Whisenhunt, Director of Public Utilities

STAFF INFORMATION SOURCE: Carl Gray, WTP Superintendent
Colbie Garrett, Buyer- Financial Services

BACKGROUND: The contract (CL23-010) Sodium Hydroxide is currently in effect. The vendor has agreed to the contract extension with the same terms, conditions, and prices currently in effect. The recommendation has been received from the Water Plant Supervisor that the contract be extended for an additional year. The vendors have satisfactorily fulfilled the terms and conditions of the current contract. **This chemical is imperative for function of our water plants to provide a safe community through clean water for the citizens as stated in the True North Culture.**

EXHIBITS: Department Recommendation, Vendor Extension Form, Original Contract

KEY ISSUES: Does the City of Lawton wish to extend contract (CL23-010) Sodium Hydroxide to Petra Chemical Company, LLC. 2929 Storey Lane, Dallas, TX. 75228?

FUNDING SOURCE: WWTP Chemical Account (7006508-51015)

RECOMMENDED COUNCIL ACTION: Extend contract (CL23-010) Sodium Hydroxide to Petra Chemical Company, LLC. 2929 Storey Lane, Dallas, TX. 75228, in the estimated amount of \$1,244,000 annually.

CONTRACT EXTENSION FORM

CONTRACT TITLE: Sodium Hydroxide
CONTRACT NUMBER: CL23-010

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

1. The contract period is extended to **February 29, 2026**, by mutual agreement between the undersigned vendor and the City of Lawton, Oklahoma subject to funding availability beyond this fiscal year.
2. All other terms and conditions of the contract or any written modifications thereto remain unchanged.
3. The laws of the State of Oklahoma shall govern this contract.

WITNESS the hands of the parties hereto this 26 day of December, 2024.

AFFIDAVIT:

STATE OF Texas COUNTY OF Tarrant

I JEREMY DUTCHER (name of affiant), of lawful age, being first duly sworn, on oath says that:

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

Firm: PUS DX INC [Signature]
SIGNATURE OF AUTHORIZED AGENT
Address: 1919 JACINTO BLD JEREMY DUTCHER TER. MGR
PRINT/TYPE NAME/TITLE
HOUSTON, TX 77015
(City, State, Zip)

Subscribed & sworn before me this 26 day of Dec., 2024.
Christina Marie Carson
Notary Public

My Commission expires: 12-20-27

City of Lawton, Oklahoma
A Municipal Corporation



Stanley Booker, Mayor

ATTEST:

CITY CLERK

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

CITY ATTORNEY



City of Lawton

Department of Public Utilities

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

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

To: Colbie Garrett, Buyer
From: Carl Gray, Plants Superintendent *CG*
Thru: Rusty Whisenhunt, Director of Public Utilities *RWH*
Subject: Extend CL23-010 – Sodium Hydroxide
Date: December 17, 2024

It is recommended to extend the contract for Sodium Hydroxide with Petra Chemical Company LLC. for another year. Contract expenditures are estimated to be greater than \$75,000 per fiscal year.

Funds are available in the Medicine Park and Southeast Water Treatment Divisions' Chemical Accounts (7006509-51015 and 7006510-51015).


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

Contract: CL23-010 Sodium Hydroxide
Vendor(s): Petra Chemical Company, LLC.

CITY APPROVAL

Acceptance and entry into this agreement by and on behalf of the City of Lawton is made this 14th day of February, 2023.

The City of Lawton, Oklahoma
a Municipal Corporation


Stanley Booker, Mayor

ATTEST:


Traci Hushbeck, City Clerk

LEGAL REVIEW

APPROVED, as to form and legality on behalf of the City of Lawton on the 14th
day of February, 2023.


City Attorney




City of Lawton

Department of Public Utilities

E-mail: cityof.lawton.ok.us
Telephone 580-581-3405
Fax 580-581-3407

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

To: Justine Guevara, Buyer Financial Services
From: Carl Gray, Water Plants Superintendent 
Thru: Rusty Whisenhunt, Director of Public Utilities
Subject: CL23-010 – Sodium Hydroxide
Date: January 19, 2023

After reviewing the bids, it is recommended to award the contract for Sodium Hydroxide to the low bidder, Petra Chemical Company, LLC. Petra Chemical Company LLC. meets all requirements.

Funds are available in the Medicine Park Water Treatment Plant and Southeast Water Treatment Plant Divisions' Chemical Accounts (7006509-51015) and (7006510-51015).

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

City of Lawton INVITATION TO BID AND CONTRACT

MAIL SEALED BIDS TO: City Clerk City of Lawton 212 SW 9th Street Lawton, OK 73501		DIRECT INQUIRIES TO: maegan.bishop@lawtonok.gov justine.quevara@lawtonok.gov QUESTIONS REGARDING BID: www.bidsync.com/bidsync-cas/	
Date Bid Typed: December 21, 2022	Dates Bid Advertised: December 27, 2022	No Bids Received After: January 17, 2023 2 : 00pm	
Contract Number and Title: CL23-010 Sodium Hydroxide		Requirements-type Contract:	Contract Period: 12 months
Bid Openings are held at Lawton City Hall 2nd Floor Conference Room 212 SW 9th Street Lawton, OK 73501 @ 2:00 pm			
Vendor Name and Point of Contact: Petra Chemical Company, LLC		Reason for No Bid:	
Mailing Address: 2929 Storey Lane		Terms: Net 30	
City: Dallas	State: Texas	Zip: 75220	Delivery: 3 - 5 business days A.R.D.
Area Code and Phone Number: 214-352-1900		Email Address: agarner@dxgroup.com	
Federal Employer Identification Number or Social Security Number 75-2598433			

THIS BID INVALID IF NOT SIGNED AND NOTARIZED

AFFIDAVIT: STATE OF Texas COUNTY OF Harris

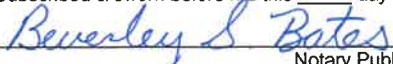
Brett C. Clapsaddle

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.

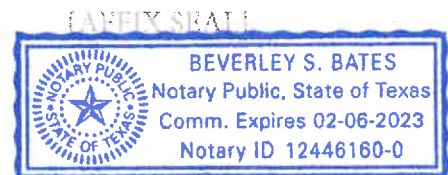

SIGNATURE OF AUTHORIZED AGENT

Firm: Petra Chemical Company
Address: 300 Jackson Hill Street
Houston, TX 77007
(City, State, Zip)
Phone: 713-863-1947

Brett C. Clapsaddle, CFO
PRINT/TITLE NAME/TITLE
Subscribed & sworn before me this 13th day of January, 2023

Notary Public February 6, 2023
My Commission expires:

INVITATION TO BID AND CONTRACT
PAGE 1 OF 11

FORM REVISED 2/14/22



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

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

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

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

6. **AWARDS:**

- a. As the best interest of the City may require, the right is reserved to:
 - 1. Award by individual item, group of items, all or none, or a combination thereof.
 - 2. Award based upon a geographical district basis with one or more suppliers.
 - 3. To reject any and all bids or waive any minor irregularity or technicality in bids received.
- b. Bidder/vendors are cautioned to make no assumptions regarding their success on the awarding of any contract unless their bid has been evaluated as being responsive, the contract awarded by City Council, and appropriate documents executed. The City of Lawton reserves the right to add or delete any item from this contract when deemed to be in the City's best interest.

7. **ACCEPTANCE OF CONTRACT:** This document constitutes only the bidder/vendor's bid until it is accepted by the City Council for the City of Lawton and is executed by the Mayor and City Clerk on behalf of the City of Lawton.

8. **WAIVER:** The City of Lawton reserves the right to waive any General Provisions, Special Provision, or minor specification deviation when considered to be in the best interest of the City.

9. **CHANGES TO SPECIFICATIONS:** Bids are to be submitted in accordance with the specifications provided. Any exceptions to the specifications must be indicated in the place provided on the specification page(s) or by separate letter from the bidder/vendor, if a place is not provided in the specifications. Changes in specification reducing the quality, versatility or applicability of the product or service shall cause the rejection of the bid. The City shall make the final determination. Failure to notice the City of the deviation from the specification may cause the bid to be rejected at the discretion of the City.

10. **MISTAKES:** Bidder/Vendors are expected to examine the specifications, delivery schedule, bid prices and all instructions pertaining to supplies and services. Failure to do so will be at bidder/vendor's risk. In all cases, the UNIT PRICE WILL GOVERN.

11. **INFORMATION:** The bidder/vendor must provide information pertinent to items you are bidding. Complete catalogues are not necessary. If furnished, however, the bidder/vendor must identify the exact location in the catalogue and circle or identify clearly the item being bid.

12. **MANUFACTURERS' NAMES AND APPROVED EQUIVALENTS:** Any manufacturers' names, trade name brand names, information and/or catalog numbers listed in a specification are for information and not intended to limit competition. The bidder/vendor may offer any brand for which he is an authorized representative, which meets or exceeds the specification for any item(s). If bids are based on equivalent products, indicate on the bid form the manufacturer's name and model number. Bidder/Vendor shall submit with his proposal sketches, descriptive literature, and/or complete specifications. References to literature submitted with a previous bid will not satisfy this provision. The bidder/vendor shall also explain in detail the reason(s) why the proposed equivalent will meet the specifications and not be considered an exception thereto. Bids, which do not comply with these requirements, are subject to rejection. Bids lacking any written indication of intent to quote an alternate brand will be received and considered to be in complete compliance with the specifications as listed on the bid form.

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

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

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

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

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

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

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

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

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

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

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

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

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

- b. The bidder/vendor agrees to include this non-discrimination clause in any subcontract connected with the performance under this contract.
- c. In the event of the bidder/vendor's non-compliance with the above nondiscrimination clause, this contract may be terminated by the City. The bidder/vendor may be declared by the City ineligible for further contracts with the City until satisfactory proof of intent to comply is made by the bidder/vendor.

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

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

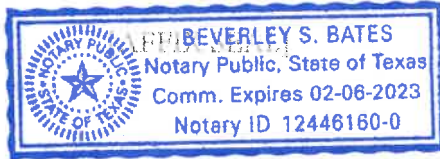
AFFIDAVIT FOR PAYMENTS IN EXCESS OF \$25,000.00
CITY OF LAWTON, STATE OF OKLAHOMA

STATE OF Texas SS
COUNTY OF Harris

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.

Petra Chemical Company LLC

Business Name / Contractor Name



Brett C. Clapsaddle

Signed
Print : Brett C. Clapsaddle, CFO

Attested to before me this 13th day of January 2023.

Beverly S. Bates
Notary Public

My Commission Expires February 6, 2023.

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 SPECIFICATION

SPECIFICATION NUMBER: M-123

SPECIFICATION TITLE: Sodium Hydroxide (Diaphram Grade)

APPROVAL DATE: 10-15-03 (revised 08-05-10 & 12/12)

**DELIVERY: City of Lawton Water Treatment Plant
 Medicine Park, OK 73557
 and/or
 City of Lawton, Southeast Water Treatment Plant
 4596 SE 15th Street
 Lawton OK 73501**

- a. Item(s) shall be delivered, FOB, to the address's shown above.
- b. Item(s) shall be delivered between the hours of 8 am and 4 pm, Monday thru Friday, except in an emergency situation or unless otherwise agreed upon.

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.

ITEM	DESCRIPTION	COMPLY	
		Y	N
1	Sodium Hydroxide (NaOH)		<input checked="" type="checkbox"/>
a	Delivered in bulk loads between 45,000 to 48,000 pounds per load. If a load is needed outside these parameters, it would not be subject to contract pricing and will be subject to spot bidding.	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
b	Sodium Hydroxide (NaOH) %, 50%, 25% when requested	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
c	NSF certified	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
d	Meets AWWA Standard B501-98	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
e	Product acceptability shall be established under the applicable ANSI/NSF Standard (60 or 61) and must be certified as suitable for contact with or treatment of drinking water.	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>

**SPECIFICATION
SODIUM HYDROXIDE
(continued)**

ITEM	REQUIREMENTS / ADDITIONAL INFORMATION	COMPLY	
		Y	N
1	Vendor is to show cost for both 50% and 25% solutions. 25% solution may be used during winter months.		✓
2	Vendor to supply security information at least twenty-four (24) hours prior to delivery, ie; drivers name, license number, picture, trailer number hatch seal number via fax.	✓	
3	Vendor to supply certified empty and full weight certificate and product analysis at time of delivery. Payment shall be made only for the weight of product delivered.	✓	
4	Vendor to state delivery lead time. This information will be used as part of the criteria in bid evaluation.	✓	
5	Vendor must supply a current and complete material safety data sheet (MSDS) before their first delivery.	✓	
6	Vendor's agent (truck driver) shall provide samples for the plant operator according to AWWA Standard B501-98. Plant operator will provide sample containers.		✓
7	The City shall retain one sample from EACH shipment. The sample will be held until the next shipment of product is received. The vendor agrees the content of this sample fairly represents the quality of the product delivered in that shipment.	✓	
8	All delivery charges are to be included in the unit cost and no additional delivery charges will be paid.	✓	
9	The approximate annual usage for the Medicine Park plant is 2,700,000 pounds per year. The approximate annual usage for the Southeast Plant is 1,500,000 pounds per year.	✓	
10	This contract is to be bid in pounds, not gallons	✓	

Bid Number: CL23-010

Bid Title: Sodium Hydroxide

Vendor Name: PETRA-CHEMICAL COMPANY LLC

(Please complete above information)

25% SOLUTION BULK DEL PRICE FOR 365 DAY GUARANTEE \$.1695
25% SOLUTION BULK DEL PRICE FOR 180-DAY GUARANTEE \$.1644

Price Bid

(Must be completed and returned with the bid)

Item	Description	Estimated Quantity	Unit	Unit Price
1.	Sodium Hydroxide (Bulk Delivery)	4.2 M	Wet pounds	
a.	50% solution (Bulk Delivery) price for 365-day guarantee	-----	Wet pounds	2964
3.	50% solution (Bulk Delivery) price for 180-day guarantee	-----	Wet pounds	2924

Brand Bid: _____ Model Bid: _____

Bulk Deliveries will be delivered to:	Tote Deliveries will be delivered to:
City of Lawton, Water Treatment Plant 82 E. Lake Drive Medicine Park, OK 73557 580-529.2703	City of Lawton, SE Water Treatment Plant 4596 SE 15 th Street Lawton, OK 73501

Questions regarding the attached specifications should be posted onto Bidsync at www.bidsync.com/bidsync-cas/.

Estimated annual usage per plant:

Medicine Park Plant – 2,700,000 pounds
Southeast Plant -- 1,500,000 pounds

Notes:

1. This is a requirements contract.
2. There are no insurance or bond requirements for this contract.
3. Please submit two copies of any additional documents such as descriptive literature.
4. WARRANTY:

Bid Number: CL23-010

Bid Title: Sodium Hydroxide

- a) The vendor must provide detailed information on all warranties provided with the purchase of items covered by this contract.
 - b) The vendor must also provide details, including prices, on any available extended or optional warranties.
 - c) The information provided on warranties will be considered during the bid evaluation. Available warranties are factors for bid award.
5. Disclaimer: The City of Lawton reserves the right to accept or reject any or all bids.

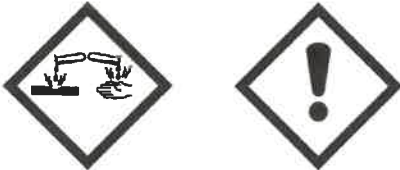


Safety Data Sheet

1. CHEMICAL PRODUCT AND COMPANY IDENTIFICATION

Product identifier: Caustic Soda (All Grades)
Synonyms: Caustic Soda Solution, Sodium Hydroxide Solution
Intended use: pH neutralizer , Pulping and Bleaching, Detergent, Soaps
Uses Advised Against: None known
Company Identification: DPC Industries, Inc.
 DPC Enterprises, LP
 DXI Industries, Inc.
 DX Terminals
 Petra Chemical Company
 PO Box 24600
 Houston , TX 77229-4600
Emergency : (800)424-9300
CHEMTREC (USA) (281)457-4888
24 hour Emergency Telephone No. www.dxgroup.com

2. Hazard identification of the product

Physical hazards	Corrosive to metals	Category 1
Health hazards	Acute toxicity, oral Skin corrosion/irritation Serious eye damage/eye irritation	Category 4 Category 1 Category 1
Environmental hazards	Hazardous to the aquatic environment, acute hazard.	Category 3
Label elements Using the Toxicity Data listed in section 11 and 12 the product is labeled as follows.		
		
Signal Word	Danger	
Hazard Statements	Causes severe skin burns and eye damage. May be corrosive to metals. Harmful if swallowed.	
Precautionary Statements		
Prevention	Keep only in original container. Wear protective gloves/protective clothing/eye protection/face protection. Do not eat, drink or smoke when using this product. Do not breathe mist or vapor. Wash thoroughly after handling. Avoid release to the environment.	
Response	IF SWALLOWED: Rinse mouth. Do NOT induce vomiting. IF ON SKIN: Take off immediately all contaminated clothing. Rinse skin with shower/ water. Wash contaminated clothing before reuse. IF INHALED: Remove to fresh air and keep at rest in a position comfortable for breathing. IF IN EYES: Rinse continuously with water for several minutes. Remove contact lenses if present and easy to do - Continue rinsing. Immediately call a POISON CENTER or doctor / physician. Collect spillage.	
Storage	Store locked up.	
Disposal	Dispose of contents / container in accordance with local / national regulations.	

3. Composition/information on ingredients

Synonyms: Caustic Soda Solution, Sodium Hydroxide Solution

Ingredient	CAS Number	Weight %	
Sodium hydroxide	1310-73-2	10 - 52	Substance classified with a health or environmental hazard. Substance with a workplace exposure limit.
Sodium chloride	7647-14-5	1.0 - 10	Substance classified with a health or environmental hazard.

Safety Data Sheet

4. First aid measures	
General	Effects of exposure (inhalation, ingestion or skin contact) to substance may be delayed. Ensure that medical personnel are aware of the material(s) involved and take precautions to protect themselves.
Inhalation	Move victim to fresh air. Apply artificial respiration if victim is not breathing. Do not use mouth-to-mouth method if victim ingested or inhaled the substance; induce artificial respiration with the aid of a pocket mask equipped with a one-way valve or other proper respiratory medical device. Administer oxygen if breathing is difficult. Call emergency medical care.
Eyes	Irrigate copiously with clean fresh water for at least 10 minutes, holding the eyelids apart and seek medical attention. Remove contact lenses, if present and easy to do. Continue rinsing. Call a physician or poison control center immediately.
Skin	Remove contaminated clothing. Wash skin thoroughly with water for at least 15-20 minutes. Get medical attention immediately! Wash clothing separately before reuse. Destroy or thoroughly clean contaminated shoes.
Ingestion	If accidentally swallowed obtain immediate medical attention. Keep at rest. Do NOT induce vomiting. Immediately rinse mouth and drink plenty of water. If vomiting occurs, keep head low so that stomach content doesn't get into the lungs. Never give anything by mouth to an unconscious person. Do not use mouth-to-mouth method if victim ingested the substance.
Most important symptoms and effects, both acute and delayed	
Overview	Effects of exposure (inhalation, ingestion or skin contact) to substance may be delayed. Burning pain and severe corrosive skin damage. Permanent eye damage including blindness could result. Symptoms may include stinging, tearing, redness, swelling, and blurred vision.
Indication of immediate medical attention and special treatment needed	Provide general supportive measures and treat symptomatically. Symptoms may be delayed. Keep victim under observation. EYES: Causes serious eye damage. SKIN: May be harmful in contact with skin. Causes severe skin burns and eye damage.
5. Fire-fighting measures	
Extinguishing media	Water fog. Foam. Dry chemical powder. Carbon dioxide (CO ₂). Use media appropriate for surrounding area.
Unsuitable extinguishing media	Do not use a solid water stream as it may scatter and spread fire. Do not use halogenated extinguishing agents.
Special hazards arising from the substance or mixture	Sodium oxide. Decomposition by reaction with certain metals releases flammable and explosive hydrogen gas. Do not breathe mist / vapors / spray.
Special protective equipment and precautions for firefighters	Fire fighters should enter the area only if they are protected from all contact with the material. Full protective clothing, including self-contained breathing apparatus, coat, pants, gloves, boots and bands around legs, arms, and waist, should be worn. No skin surface should be exposed
Advice for fire-fighters	Fire fighters should enter the area only if they are protected from all contact with the material. Full protective clothing, including self-contained breathing apparatus, coat, pants, gloves, boots and bands around legs, arms, and waist, should be worn. No skin surface should be exposed. Move containers from fire area if you can do so without risk. Use water spray to cool containers. ERG Guide No. 154
6. Accidental release measures	
Personal precautions, protective equipment and emergency procedures	Keep unnecessary personnel away. Do not get in eyes, on skin, or on clothing. Do not taste or swallow. Do not breathe mist or vapor. Use only with adequate ventilation. Wear appropriate personal protective equipment. Transfer and storage systems should be compatible and corrosion resistant. Observe good industrial hygiene practices. Do not touch damaged containers or spilled material unless wearing appropriate protective clothing. Local authorities should be advised if significant spillages cannot be contained

Safety Data Sheet

6. Accidental release measures (Cont.)

Environmental precautions	Avoid discharge into drains, waterways or onto ground. Large Spills: Stop the flow of material, if this is without risk. Dike the spilled material, where this is possible. Absorb spill with inert material (e.g., dry sand or earth), then place in a chemical waste container. Following product recovery, flush area with water. Small Spills: Absorb spill with vermiculite or other inert material. Clean surface thoroughly to remove residual contamination. Never return spills in original containers for re-use. For waste disposal, see Section 13 of the SDS.
Methods and material for containment and cleaning up	CALL Emergency Response Telephone Number on Shipping Paper first. If Shipping Paper not available or no answer, refer to appropriate telephone number listed on the inside back cover. As an immediate precautionary measure, isolate spill or leak area in all directions. Keep unauthorized personnel away. Stay upwind. Keep out of low areas. Ventilate enclosed areas.

7. Handling and storage

Precautions for safe handling	Use caution when combining with water; DO NOT add water to caustic; ALWAYS add caustic to water while stirring to minimize heat generation. Do not get in eyes, on skin, or on clothing. Do not taste or swallow. Do not breathe the mist or vapor. Use only with adequate ventilation. Wear appropriate personal protective equipment. Transfer and storage systems should be compatible and corrosion resistant. Observe good industrial hygiene practices.
Conditions for safe storage, including any incompatibilities	Keep container tightly closed. Store in a cool, dry, well-ventilated place. Store in corrosive resistant container with a resistant inner liner. Store away from incompatible materials (Reacts with water, acids, metals and reducing sugars (fructose)). Store at temperatures not exceeding 40°C/104°F. Compatible storage materials may include, but not be limited to, the following: nickel and nickel alloys, steel, plastics, plastic or rubber-lined steel, FRP, or Derakane vinyl ester resin. Do not allow material to freeze.

8. Exposure controls and personal protection

Control Parameters

Occupational Exposure Limits

CAS No.	Ingestion	Source	Value
1310-73-2	Sodium hydroxide	OSHA	TWA 2 mg/m3
		ACGIH	Ceiling: 2 mg/m3
		NIOSH	Ceiling 2 mg/m3
7647-14-5	Sodium chloride	OSHA	No Established Limit
		ACGIH	No Established Limit
		NIOSH	No Established Limit

Exposure controls

Eyes	Wear chemical goggles and/or face shield.
Skin	Chemical impervious gloves. Wear chemical resistant clothing.
Respiratory protection	If engineering controls do not maintain airborne concentrations below recommended exposure limits (where applicable) or to an acceptable level, an approved respirator must be worn. Respirator type: Chemical respirator with organic vapor cartridge and full facepiece.
Other Work Practices	Use good personal hygiene practices. Wash hands before eating, drinking, smoking or using toilet. Promptly remove soiled clothing and wash thoroughly before reuse. Routinely wash work clothing and protective equipment to remove contaminants.
Engineering Controls	Good general ventilation should be considered. If applicable, use process enclosures, local exhaust ventilation, or other engineering controls to maintain airborne levels below recommended exposure limits. If exposure limits have not been established, maintain airborne levels to an acceptable level. Eye wash facilities and emergency shower must be available when handling this product.

Safety Data Sheet

9. Physical and chemical properties

Physical State	Liquid
Appearance	Colorless to Slightly Hazy Liquid
Odor	Odorless
Odor threshold	Not Measured
pH	14
Melting point / freezing point	50 - 53 °F (10 - 11.67 °C) (50% solution)
Initial boiling point and boiling range	266 - 284 °F (130 - 140 °C) (50% solution)
Flash Point	Not Applicable
Evaporation rate	Not Measured
Flammability (solid, gas)	Not Applicable
Upper/lower flammability or explosive limits	Not Measured
Vapor pressure (Pa)	23.76 mm Hg (approximately) (77 °F (25 °C))
Relative Density	1.525 (50% solution)
Specific Gravity	1.11 - 1.53
Solubility in Water	Complete
Partition coefficient n-octanol/water (Log Kow)	Not Measured
Auto-ignition temperature (°C)	Not Measured
Decomposition temperature	Not Measured
Viscosity (cSt)	Not Measured
VOC %	Not Measured

Other information

Molecular formula	NaOH
Molecular weight	40.1 g/mol

10. Stability and reactivity

Reactivity	Contact with metal may release flammable hydrogen gas.
Chemical stability	Material is stable under normal conditions.
Possibility of hazardous reactions	Hazardous polymerization does not occur.
Conditions to avoid	Reacts violently with strong acids. This product may react with oxidizing agents. Do not mix with other chemicals. Corrosive to aluminum, tin, zinc, copper and most alloys in which they are present including brass and bronze. Corrosive to steels at elevated temperatures above 40°C (104°F).
Incompatible materials	Oxidizing agents. Acids. Phosphorus. Aluminum. Zinc. Tin. Initiates or catalyzes violent polymerization of acetaldehyde, acrolein or acrylonitrile.
Hazardous decomposition products	Contact with metals (aluminum, zinc, tin) and sodium tetrahydroborate liberates hydrogen gas.

11. Toxicological information

Ingredient	Oral LD50, mg/kg	Skin LD50, mg/kg	Inhalation Vapor LD50, mg/L/4hr	Inhalation Dust/Mist LD50, mg/L/4hr	Inhalation Gas LD50, ppm
Sodium hydroxide - (1310-73-2)	6,600.00, Mouse - Category: NA	1,350.00, Rabbit - Category: 4	600.00, Mouse - Category: NA	No data available	No data available
Sodium chloride - (7647-14-5)	1,350.00, Rabbit - Category: 4	100.00, Rat - Category: 2	40.00, Mouse - Category: NA	10,500.00, Rat - Category: NA	No data available

Ingestion	Causes digestive tract burns. Harmful if swallowed.
Inhalation	May cause irritation to the respiratory system.
Skin contact	Causes severe skin burns.
Eye contact	Causes severe eye burns. Causes serious eye damage.

Safety Data Sheet

11. Toxicological information (Cont.)

Symptoms related to the physical, chemical and toxicological characteristics	Burning pain and severe corrosive skin damage. Permanent eye damage including blindness could result.
Acute toxicity	Harmful if swallowed
Acute Toxicity (mouth)	Not Applicable
Acute Toxicity (skin)	May be harmful in contact with skin.
Acute Toxicity (inhalation)	Not Applicable
Skin corrosion/irritation	Causes severe skin burns and eye damage.
Eye damage/irritation	Causes serious eye damage.
Sensitization (respiratory)	Not Applicable
Sensitization (skin)	Not Applicable
Germ toxicity	No data available to indicate product or any components present at greater than 0.1% are mutagenic or genotoxic.
Carcinogenicity	This product is not considered to be a carcinogen by IARC, ACGIH, NTP, or OSHA.
Reproductive Toxicity	No data available
Specific target organ systemic toxicity (single exposure)	Not available
Specific target organ systemic Toxicity (repeated exposure)	Not available
Aspiration hazard	Droplets of the product aspirated into the lungs through ingestion or vomiting may cause a serious chemical pneumonia.
Chronic effects	Prolonged exposure may cause chronic effects.

12. Ecological information

Toxicity - Harmful to aquatic life.

Aquatic Ecotoxicity

Ingredient	96 hr LC50 fish, mg/l	48 hr EC50 crustacea, mg/l	ErC50 algae, mg/l
Sodium hydroxide - (1310-73-2)	196.00, Poecilia reticulata	40.38, Ceriodaphnia dubia	Not Available
Sodium chloride - (7647-14-5)	1,100.00, Freshwater Fish	3,310.00, Daphnia magna	Not Available

Persistence and degradability	Expected to degrade rapidly in air.
Bioaccumulative potential	The product is not expected to bioaccumulate.
Mobility in soil	No data available.
Other adverse effects	No other adverse environmental effects (e.g. ozone depletion, photochemical ozone creation potential, endocrine disruption, global warming potential) are expected from this component.

13. Disposal considerations

Waste treatment methods:	Collect and reclaim or dispose in sealed containers at licensed waste disposal site. This material and its container must be disposed of as hazardous waste. Do not allow this material to drain into sewers/water supplies. Do not contaminate ponds, waterways or ditches with chemical or used container. Dispose of contents/container in accordance with local/regional/national/international regulations.
Waste from material:	The waste code should be assigned in discussion between the user, the producer and the waste disposal company. Dispose of in accordance with local regulations. Empty containers or liners may retain some product residues. This material and its container must be disposed of in a safe manner.
Container Management:	Empty containers should be taken to an approved waste handling site for recycling or disposal. Since emptied containers may retain product residue, follow label warnings even after container is emptied.

Safety Data Sheet

14. Transport information

Transport hazard class(es)	
UN / NA Number:	UN1824
UN Proper shipping name	Sodium hydroxide solution
DOT (Domestic Surface Transportation)	
DOT Proper Shipping Name:	Sodium hydroxide solution
DOT Hazard Class	8
DOT Label:	8
DOT Packing Group:	II
CERCLA/DOT RQ:	1000 lbs.
Environmental hazards:	IMDG Marine Pollutant: No
Special precautions for user:	Read safety instructions, SDS and emergency procedures before handling.

15. Regulatory information

Regulatory Overview:	This product is a "Hazardous Chemical" as defined by the OSHA Hazard Communication Standard, 29 CFR 1910.1200. The regulatory data in Section 15 is not intended to be all-inclusive, only selected regulations are represented. All ingredients of this product are listed on the TSCA (Toxic Substance Control Act) Inventory.	
US EPA Tier II Hazards:	Fire:	No
	Sudden Release of Pressure:	No
	Reactive:	Yes
	Immediate (Acute):	Yes
	Delayed (Chronic):	No
SARA 302 Extremely Hazardous Substance:	No	
SARA 311/312 Chemicals :	Yes	
SARA 313 (TRI)	No	
CAA Section 112 Hazardous Air Pollutant	No	
CAA Section 112R Risk Management Plan	No	
State Regulations:	N.J. RTK Substances (>1%)	Not listed
	Penn RTK Substances (>1%)	Listed
	California Prop 65	Not listed

16. Other information

NSF Maximum Use Level (STD 60): Check BOL for facility Data. (100 to 250 mg/L)

Revision Information: 1/1/2017 – Section 3. Sodium hydroxide - Weight % corrected (10 – 52%).

The information and recommendations contained herein are based upon data believed to be correct. However, no guarantee or warranty of any kind, expressed or implied, is made with respect to the information contained herein. We accept no responsibility and disclaim all liability for any harmful effects which may be caused by exposure to our products. Customers/users of this product must comply with all applicable health and safety laws, regulations, and orders.

THE USER IS CAUTIONED TO PERFORM HIS OWN HAZARD EVALUATION AND TO RELY ON HIS OWN DETERMINATIONS.



The Public Health and Safety Organization

NSF Product and Service Listings

These NSF Official Listings are current as of **Thursday, January 12, 2023** at 12:15 a.m. Eastern Time. Please [contact NSF](#) to confirm the status of any Listing, report errors, or make suggestions.

Alert: NSF is concerned about fraudulent downloading and manipulation of website text. Always confirm this information by clicking on the below link for the most accurate information: [http://info.nsf.org/Certified/PwsChemicals/Listings.asp?](http://info.nsf.org/Certified/PwsChemicals/Listings.asp?CompanyName=dpc+industries&)

NSF/ANSI/CAN 60 Drinking Water Treatment Chemicals - Health Effects

DPC Industries Company

300 Jackson Hill

P.O. Box 130410

Houston, TX 77219-0410

United States

281-457-4888

[Visit this company's website \(http://www.dxgroup.com\)](http://www.dxgroup.com)

Facility : Cleburne, TX

Chlorine[CL]
Trade Designation Chlorine
Product Function Disinfection & Oxidation
Max Use 30 mg/L

[CL] The residual levels of chlorine (hypochlorite ion and hypochlorous acid), chlorine dioxide, chlorate ion, chloramine and disinfection by-products shall be monitored in the finished drinking water to ensure compliance to all applicable regulations.

DPC Industries, Inc.

300 Jackson Hill
P.O. Box 130410
Houston, TX 77219-0410
United States
281-457-4888
Visit this company's website (<http://www.dxgroup.com>).

Facility : Hudson, CO

Chlorine[CL]
Trade Designation Chlorine
Product Function Disinfection & Oxidation
Max Use 30 mg/L

[CL] The residual levels of chlorine (hypochlorite ion and hypochlorous acid), chlorine dioxide, chlorate ion, chloramine and disinfection by-products shall be monitored in the

finished drinking water to ensure compliance to all applicable regulations.

Sodium Hydroxide[1]	Trade Designation	Product Function	Max Use
	Caustic Soda 20%	Corrosion & Scale Control pH Adjustment	250mg/L
	Caustic Soda 25%	Corrosion & Scale Control pH Adjustment	200mg/L
	Caustic Soda 30%	Corrosion & Scale Control pH Adjustment	167mg/L
	Caustic Soda 32%	Corrosion & Scale Control pH Adjustment	156mg/L
	Caustic Soda 50%	Corrosion & Scale Control pH Adjustment	100mg/L
	Sodium Hydroxide 20%	Corrosion & Scale Control pH Adjustment	250mg/L
	Sodium Hydroxide 25%	Corrosion & Scale Control pH Adjustment	200mg/L
	Sodium Hydroxide 30%	Corrosion & Scale Control pH Adjustment	167mg/L
	Sodium Hydroxide 32%	Corrosion & Scale Control pH Adjustment	156mg/L
	Sodium Hydroxide 50%	Corrosion & Scale Control pH Adjustment	100mg/L

[1] Trade Designation may be followed by the suffix "Membrane", "Diaphragm" or "Commercial" to designate the chlor-alkali electrolytic cell category/grade.

Sodium Hypochlorite[HY]

<i>Trade Designation</i>	<i>Product Function</i>	<i>Max Use</i>
Dixichlor	Disinfection & Oxidation	95 mg/L
Dixichlor Lite	Disinfection & Oxidation	180mg/L
Dixichlor Max	Disinfection & Oxidation	76 mg/L
Sodium Hypochlorite 10%	Disinfection & Oxidation	95 mg/L
Sodium Hypochlorite 12.5%	Disinfection & Oxidation	76 mg/L
Sodium Hypochlorite 5.25%	Disinfection & Oxidation	180mg/L

[HY] The residual levels of chlorine (hypochlorite ion and hypochlorous acid), chlorine dioxide, chlorate ion, chloramine and disinfection by-products shall be monitored in the finished drinking water to ensure compliance to all applicable regulations. Also, reference the AWWA B300 (Hypochlorites) standard's Recommendations for the Handling and Storage of Hypochlorite Solutions appendix for information on preservation techniques for hypochlorite bleach in transit and storage.

NOTE: Only products bearing the NSF Mark on the product, product packaging, and/or documentation shipped with the product are Certified.

Facility : Omaha, NE

Chlorine[CL]		
<i>Trade Designation</i>	<i>Product Function</i>	<i>Max Use</i>
Chlorine	Disinfection & Oxidation	30 mg/L

[CL] The residual levels of chlorine (hypochlorite ion and hypochlorous acid), chlorine dioxide, chlorate ion, chloramine and disinfection by-products shall be monitored in the finished drinking water to ensure compliance to all applicable regulations.

Hydrofluosilicic Acid			
Trade Designation	Product Function	Max Use	
Hydrofluosilicic Acid	Fluoridation	5 mg/L	
Sodium Hydroxide[1]			
Trade Designation	Product Function	Max Use	
Caustic Soda 20%	Corrosion & Scale Control pH Adjustment	250mg/L	
Caustic Soda 25%	Corrosion & Scale Control pH Adjustment	200mg/L	
Caustic Soda 30%	Corrosion & Scale Control pH Adjustment	167mg/L	
Caustic Soda 32%	Corrosion & Scale Control pH Adjustment	156mg/L	
Caustic Soda 50%	Corrosion & Scale Control pH Adjustment	100 mg/L	
Sodium Hydroxide 20%	Corrosion & Scale Control pH Adjustment	250mg/L	
Sodium Hydroxide 25%	Corrosion & Scale Control pH Adjustment	200mg/L	
Sodium Hydroxide 30%	Corrosion & Scale Control pH Adjustment	167mg/L	
Sodium Hydroxide 32%	Corrosion & Scale Control pH Adjustment	156mg/L	
Sodium Hydroxide 50%	Corrosion & Scale Control pH Adjustment	100mg/L	

[1] Trade Designation may be followed by the suffix "Membrane", "Diaphragm" or "Commercial" to designate the chlor-alkali electrolytic cell category/grade.

<i>Trade Designation</i>	<i>Product Function</i>	<i>Max Use</i>
Sodium Hypochlorite [HY]		
Dixichlor	Disinfection & Oxidation	105 mg/L
Dixichlor Lite	Disinfection & Oxidation	200mg/L
Dixichlor Max	Disinfection & Oxidation	84 mg/L
Sodium Hypochlorite 10%	Disinfection & Oxidation	105 mg/L
Sodium Hypochlorite 12.5%	Disinfection & Oxidation	84 mg/L
Sodium Hypochlorite 5.25%	Disinfection & Oxidation	200mg/L

[HY] The residual levels of chlorine (hypochlorite ion and hypochlorous acid), chlorine dioxide, chlorate ion, chloramine and disinfection by-products shall be monitored in the finished drinking water to ensure compliance to all applicable regulations. Also, reference the AWWA B300 (Hypochlorites) standard's Recommendations for the Handling and Storage of Hypochlorite Solutions appendix for information on preservation techniques for hypochlorite bleach in transit and storage.

NOTE: Only products bearing the NSF Mark on the product, product packaging, and/or documentation shipped with the product are Certified.

Facility : Albuquerque, NM

Chlorine[CL]

Trade Designation

Chlorine

Product Function

Disinfection & Oxidation

Max Use

30 mg/L

[CL] The residual levels of chlorine (hypochlorite ion and hypochlorous acid), chlorine dioxide, chlorate ion, chloramine and disinfection by-products shall be monitored in the finished drinking water to ensure compliance to all applicable regulations.

Sodium Hydroxide[1]

Trade Designation

Caustic Soda 20%

Caustic Soda 25%

Caustic Soda 30%

Caustic Soda 32%

Caustic Soda 50%

Sodium Hydroxide 20%

Sodium Hydroxide 25%

Sodium Hydroxide 30%

Sodium Hydroxide 32%

Sodium Hydroxide 50%

Product Function

Corrosion & Scale Control

pH Adjustment

Corrosion & Scale Control

pH Adjustment

Corrosion & Scale Control

pH Adjustment

Corrosion & Scale Control

pH Adjustment

Corrosion & Scale Control

pH Adjustment

Corrosion & Scale Control

pH Adjustment

Corrosion & Scale Control

pH Adjustment

Corrosion & Scale Control

pH Adjustment

Corrosion & Scale Control

pH Adjustment

Corrosion & Scale Control

Max Use

250mg/L

200 mg/L

167mg/L

156mg/L

100mg/L

250mg/L

200mg/L

167mg/L

156mg/L

100mg/L

pH Adjustment

[1] Trade Designation may be followed by the suffix "Membrane", "Diaphragm" or "Commercial" to designate the chlor-alkali electrolytic cell category/grade.

Sodium Hypochlorite[HY]		
<i>Trade Designation</i>	<i>Product Function</i>	<i>Max Use</i>
DIXICHLOR LITE	Disinfection & Oxidation	128mg/L
Dixichlor	Disinfection & Oxidation	67 mg/L
Dixichlor Max	Disinfection & Oxidation	54 mg/L
SODIUM Hypochlorite 5.25%	Disinfection & Oxidation	128mg/L
Sodium Hypochlorite 10%	Disinfection & Oxidation	67 mg/L
Sodium Hypochlorite 12.5%	Disinfection & Oxidation	54 mg/L

[HY] The residual levels of chlorine (hypochlorite ion and hypochlorous acid), chlorine dioxide, chlorate ion, chloramine and disinfection by-products shall be monitored in the finished drinking water to ensure compliance to all applicable regulations. Also, reference the AWWA B300 (Hypochlorites) standard's Recommendations for the Handling and Storage of Hypochlorite Solutions appendix for information on preservation techniques for hypochlorite bleach in transit and storage.

NOTE: Only products bearing the NSF Mark on the product, product packaging, and/or documentation shipped with the product are Certified.

Facility : Cleburne, TX

Ammonium Hydroxide

Trade Designation

Aqua Ammonia

Product Function

Chloramination

Max Use

25 mg/L

Chlorine[CL]

Trade Designation

Chlorine

Product Function

Disinfection & Oxidation

Max Use

30 mg/L

[CL] The residual levels of chlorine (hypochlorite ion and hypochlorous acid), chlorine dioxide, chlorate ion, chloramine and disinfection by-products shall be monitored in the finished drinking water to ensure compliance to all applicable regulations.

Hydrofluosilicic Acid

Trade Designation

Hydrofluosilicic Acid 24-30%

Product Function

Fluoridation

Max Use

5 mg/L

Sodium Hydroxide[1]

Trade Designation

Caustic Soda 20%

Product Function

Corrosion & Scale Control

Max Use

250mg/L

Caustic Soda 25%

pH Adjustment

200 mg/L

Caustic Soda 30%

Corrosion & Scale Control

167mg/L

Caustic Soda 50%

pH Adjustment

100mg/L

Sodium Hydroxide 20%

Corrosion & Scale Control

250mg/L

pH Adjustment

Sodium Hydroxide 25%	Corrosion & Scale Control pH Adjustment	200mg/L
Sodium Hydroxide 30%	Corrosion & Scale Control pH Adjustment	167mg/L
Sodium Hydroxide 50%	Coagulation & Flocculation pH Adjustment	100mg/L

[1] Trade Designation may be followed by the suffix "Membrane", "Diaphragm" or "Commercial" to designate the chlor-alkali electrolytic cell category/grade.

Sodium Hypochlorite[HY]

<i>Trade Designation</i>	<i>Product Function</i>	<i>Max Use</i>
Dichlor	Disinfection & Oxidation	105 mg/L
Dichlor Lite	Disinfection & Oxidation	110mg/L
Dichlor MAX	Disinfection & Oxidation	84 mg/L
Sodium Hypochlorite 10%	Disinfection & Oxidation	105 mg/L
Sodium Hypochlorite 12.5%	Disinfection & Oxidation	84 mg/L
Sodium Hypochlorite 5.25%	Disinfection & Oxidation	110mg/L

[HY] The residual levels of chlorine (hypochlorite ion and hypochlorous acid), chlorine dioxide, chlorate ion, chloramine and disinfection by-products shall be monitored in the finished drinking water to ensure compliance to all applicable regulations. Also, reference the AWWA B300 (Hypochlorites) standard's Recommendations for the Handling and Storage of Hypochlorite Solutions appendix for information on preservation techniques for hypochlorite bleach in transit and storage.

NOTE: Only products bearing the NSF Mark on the product, product packaging, and/or documentation shipped with the product are Certified.

Facility : Houston, TX

Sodium Hydroxide[1]	Trade Designation	Product Function	Max Use
	Caustic Soda 20%	Corrosion & Scale Control pH Adjustment	250mg/L
	Caustic Soda 25%	Corrosion & Scale Control pH Adjustment	200mg/L
	Caustic Soda 30%	Corrosion & Scale Control pH Adjustment	167mg/L
	Caustic Soda 50%	Corrosion & Scale Control pH Adjustment	100mg/L
	Sodium Hydroxide 20%	Corrosion & Scale Control pH Adjustment	250mg/L
	Sodium Hydroxide 25%	Corrosion & Scale Control pH Adjustment	200mg/L
	Sodium Hydroxide 30%	Corrosion & Scale Control pH Adjustment	167mg/L
	Sodium Hydroxide 50%	Corrosion & Scale Control pH Adjustment	100mg/L

[1] Trade Designation may be followed by the suffix "Membrane", "Diaphragm" or "Commercial" to designate the chlor-alkali electrolytic cell category/grade.

Sodium Hypochlorite[HY]

<i>Trade Designation</i>	<i>Product Function</i>	<i>Max Use</i>
Dixichlor	Disinfection & Oxidation	62mg/L
Dixichlor Lite	Disinfection & Oxidation	119mg/L
Dixichlor Max	Disinfection & Oxidation	50mg/L
Sodium Hypochlorite 10%	Disinfection & Oxidation	62mg/L
Sodium Hypochlorite 12.5%	Disinfection & Oxidation	50mg/L
Sodium Hypochlorite 5.25%	Disinfection & Oxidation	119mg/L

[HY] The residual levels of chlorine (hypochlorite ion and hypochlorous acid), chlorine dioxide, chlorate ion, chloramine and disinfection by-products shall be monitored in the finished drinking water to ensure compliance to all applicable regulations. Also, reference the AWWA B300 (Hypochlorites) standard's Recommendations for the Handling and Storage of Hypochlorite Solutions appendix for information on preservation techniques for hypochlorite bleach in transit and storage.

NOTE: Only products bearing the NSF Mark on the product, product packaging, and/or documentation shipped with the product are Certified.

Facility : Sweetwater, TX

Chlorine[CL]		
<i>Trade Designation</i>	<i>Product Function</i>	<i>Max Use</i>
Chlorine	Disinfection & Oxidation	30 mg/L

[CL] The residual levels of chlorine (hypochlorite ion and hypochlorous acid), chlorine dioxide, chlorate ion, chloramine and disinfection by-products shall be monitored in the finished drinking water to ensure compliance to all applicable regulations.

Sodium Hydroxide[1]	Trade Designation	Product Function	Max Use
	Caustic Soda 20%	Corrosion & Scale Control pH Adjustment	250mg/L
	Caustic Soda 25%	Corrosion & Scale Control pH Adjustment	200mg/L
	Caustic Soda 30%	Corrosion & Scale Control pH Adjustment	167mg/L
	Caustic Soda 50%	Corrosion & Scale Control pH Adjustment	100mg/L
	Sodium Hydroxide 20%	Corrosion & Scale Control pH Adjustment	250mg/L
	Sodium Hydroxide 25%	Corrosion & Scale Control pH Adjustment	200mg/L
	Sodium Hydroxide 30%	Corrosion & Scale Control pH Adjustment	167mg/L
	Sodium Hydroxide 50%	Corrosion & Scale Control pH Adjustment	100mg/L

[1] Trade Designation may be followed by the suffix "Membrane", "Diaphragm" or "Commercial" to designate the chlor-alkali electrolytic cell category/grade.

Sodium Hypochlorite[HY]	Trade Designation	Product Function	Max Use
--------------------------------	--------------------------	-------------------------	----------------

Dixichlor	Disinfection & Oxidation	59 mg/L
Dixichlor Lite	Disinfection & Oxidation	114mg/L
Dixichlor Max	Disinfection & Oxidation	48 mg/L
Sodium Hypochlorite 10%	Disinfection & Oxidation	59 mg/L
Sodium Hypochlorite 12.5%	Disinfection & Oxidation	48 mg/L
Sodium Hypochlorite 5.25%	Disinfection & Oxidation	114mg/L

[HY] The residual levels of chlorine (hypochlorite ion and hypochlorous acid), chlorine dioxide, chlorate ion, chloramine and disinfection by-products shall be monitored in the finished drinking water to ensure compliance to all applicable regulations. Also, reference the AWWA B300 (Hypochlorites) standard's Recommendations for the Handling and Storage of Hypochlorite Solutions appendix for information on preservation techniques for hypochlorite bleach in transit and storage.

NOTE: Only products bearing the NSF Mark on the product, product packaging, and/or documentation shipped with the product are Certified.

DPC Industries, Inc.

P.O. Box 24600

Houston, TX 77229-4600

United States

281-457-4888

Facility : # 1 Denver

Hydrochloric Acid			
Trade Designation		Product Function	Max Use
Hydrochloric Acid		Corrosion & Scale Control pH Adjustment	40mg/L
Sodium Hydroxide			
Trade Designation		Product Function	Max Use
25% to 32% Membrane Grade Caustic		Corrosion & Scale Control pH Adjustment	200mg/L
Sodium Hydroxide 25%		Corrosion & Scale Control pH Adjustment	200mg/L
Sodium Hydroxide 50%		Corrosion & Scale Control pH Adjustment	100mg/L
Sodium Hypochlorite [HY]			
Trade Designation		Product Function	Max Use
Sodium Hypochlorite 10%		Algicide Disinfection & Oxidation	105mg/L
Sodium Hypochlorite 12.5%		Algicide Disinfection & Oxidation	84mg/L

[HY] The residual levels of chlorine (hypochlorite ion and hypochlorous acid), chlorine dioxide, chlorate ion, chloramine and disinfection by-products shall be monitored in the finished drinking water to ensure compliance to all applicable regulations. Also, reference the AWWA B300 (Hypochlorites) standard's Recommendations for the Handling and Storage of Hypochlorite Solutions appendix for information on preservation techniques for hypochlorite bleach in transit and storage.

DPC Industries, Inc.

P.O. Box 24600

Houston, TX 77229-4600

United States

281-457-4835

Facility : # 2 Freeport

Sodium Hypochlorite[HY]

Trade Designation

Dixichlor

Dixichlor Max

Sodium Hypochlorite 10%

Sodium Hypochlorite 12.5%

Product Function

Disinfection & Oxidation

Disinfection & Oxidation

Disinfection & Oxidation

Disinfection & Oxidation

Max Use

105mg/L

84mg/L

105mg/L

84mg/L

[HY] The residual levels of chlorine (hypochlorite ion and hypochlorous acid), chlorine dioxide, chlorate ion, chloramine and disinfection by-products shall be monitored in the finished drinking water to ensure compliance to all applicable regulations. Also, reference the AWWA B300 (Hypochlorites) standard's Recommendations for the Handling and Storage of Hypochlorite Solutions appendix for information on preservation techniques for hypochlorite bleach in transit and storage.

DPC Industries, Inc.

P.O. Box 24600
Houston, TX 77229-4600
United States
281-457-4835
Visit this company's website (<http://www.dxgroup.com>).

Facility : # 2 San Antonio

<i>Sodium Hypochlorite[HY]</i>	<i>Product Function</i>	<i>Max Use</i>
<i>Trade Designation</i> Dixichlor Max	Algicide Bactericide Disinfection & Oxidation	84mg/L
Sodium Hypochlorite 12.5%	Algicide Bactericide Disinfection & Oxidation	84mg/L

[HY] The residual levels of chlorine (hypochlorite ion and hypochlorous acid), chlorine dioxide, chlorate ion, chloramine and disinfection by-products shall be monitored in the finished drinking water to ensure compliance to all applicable regulations. Also, reference the AWWA B300 (Hypochlorites) standard's Recommendations for the Handling and Storage of Hypochlorite Solutions appendix for information on preservation techniques for hypochlorite bleach in transit and storage.

Inc., a.k.a. Petra Chemical Company

P.O. Box 24600

Houston, TX 77229

United States

281-457-4835

Facility : # 1 USA

Sodium Hypochlorite[HY]

Trade Designation

Dixichlor

Product Function

Bactericide
Disinfection & Oxidation

Max Use
76mg/L

Dixichlor Lite

Bactericide
Disinfection & Oxidation

76mg/L

Dixichlor Max

Bactericide
Disinfection & Oxidation

76mg/L

Sodium Hypochlorite 10%

Bactericide
Disinfection & Oxidation

76mg/L

Sodium Hypochlorite 12.5%

Bactericide
Disinfection & Oxidation

76mg/L

Sodium Hypochlorite 5.25%

Bactericide
Disinfection & Oxidation

76mg/L

[HY] The residual levels of chlorine (hypochlorite ion and hypochlorous acid), chlorine dioxide, chlorate ion, chloramine and disinfection by-products shall be monitored in the finished drinking water to ensure compliance to all applicable regulations. Also, reference the AWWA B300 (Hypochlorites) standard's Recommendations for the Handling and Storage of Hypochlorite Solutions appendix for information on preservation techniques for hypochlorite bleach in transit and storage.

Number of matching Manufacturers is 6

Number of matching Products is 117

Processing time was 0 seconds



P.O. Box 24600
Houston, Texas 77229-4600
281-457-4888
www.dxgroup.com

PRODUCT SPECIFICATIONS

SODIUM HYDROXIDE LIQUID 25% DIAPHRAGM Caustic Soda Liquid 25% Diaphragm

PROPERTY	MINIMUM	MAXIMUM
Sodium Hydroxide (NaOH), Wt. %	23.50	26.50
Sodium Oxide (Na ₂ O), Wt. %	18.00	20.50
<i>The information below reflects the specification of the 50% Sodium Hydroxide used to produce this material.</i>		
Sodium Carbonate, Wt. % Max.	–	0.30
Sodium Chloride, Wt. % Max.	–	1.10
Sodium Sulfate, Wt. % Max.	–	600.00
Iron, ppm Max.	–	7.00





P.O. Box 24600
Houston, Texas 77229-4600
281-457-4888
www.dxgroup.com

PRODUCT SPECIFICATIONS

SODIUM HYDROXIDE LIQUID 50% DIAPHRAGM Caustic Soda Liquid 50% Diaphragm

PROPERTY	MINIMUM	MAXIMUM
Sodium Hydroxide (NaOH), Wt. %	49.00	51.50
Sodium Oxide (Na ₂ O), Wt. %	38.00	40.00
Sodium Carbonate, Wt. % Max.	–	0.30
Sodium Chloride, Wt. % Max.	–	1.10
Sodium Sulfate, ppm Wt. % Max.	–	600.00
Iron, ppm Max.	–	7.00



ABSTRACT OF BIDS

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

Signature: 

IFB/RFP Number CL23-010		Page <u>1</u> of <u>1</u>	Bidder Number <u>2</u>		
IFB/RFP Title Sodium Hydroxide		Date Opened: Tuesday, January 17, 2023	Univar Solutions USA Inc. Roise Holiday 8201 S 212th St Kent, WA 98032 253-872-5000 muniteam-west@univar.com		
Buyer Justine Guevara		Number of ADDENDA Issued None	Petra Chemical Company, LLC Aaron Garner 2929 Storey Lane Dallas, TX 75228 972-224-1469 agarnar@dxgroup.com		
DELIVERY: CORPORATE SEAL OR NOTARY: AFFIDAVIT OF PAYMENTS...\$25,000: CERTIFICATE OF INSURANCE ENCLOSED:		Addenda Acknowledged N/A	Addenda Acknowledged N/A		
		As required N/A N/A N/A	As required Yes Yes N/A		
Item No.	Description of Bid Item	Est. Qty	Unit	Unit Price	Amount / Remarks
1	Sodium Hydroxide	4.2 M	wet pounds		
	a. 50% solution price for 365 day guarantee			\$0.2964	
	b. 50% solution price for 180 day guarantee			\$0.2924	



City of Lawton

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

Commentary

File #: 25-0037

Agenda Date: 1/28/2025

Agenda No: 13.

ITEM TITLE:

Consider approving an employment agreement between the City of Lawton and Nathan Johnson for the position of Municipal Judge and authorize the Mayor and City Clerk to execute the agreement.

INITIATOR: Mayor, Stan Booker

STAFF INFORMATION SOURCE: City Attorney, John Andrew; Human Resources Director, Craig Akard

BACKGROUND: During the City Council meeting on January 14, 2025, the Lawton City Council approved a motion to increase the pay for the Municipal Judge to \$140,000.00. However, due to constraints within the payroll system, the annual salary will be \$140,004.80 rather than the \$140,000.00 previously approved.

EXHIBIT: Agreement

KEY ISSUES: N/A

FUNDING SOURCE: N/A

STAFF RECOMMENDED COUNCIL ACTION: Approve the agreement between the City of Lawton and Nathan Johnson for the position of Municipal Judge and authorize the Mayor and City Clerk to execute the agreement.

EMPLOYMENT AGREEMENT

THIS AGREEMENT is made and entered into this 28th day of January, 2025, by and between the City of Lawton, Oklahoma, a municipal corporation, acting by and through its duly elected Mayor and Councilmembers, hereinafter called "City," and Nathan M. Johnson, hereinafter called "Judge".

RECITALS

WHEREAS, City desires to employ the services of Nathan M. Johnson as Municipal Judge of the City of Lawton, Oklahoma as provided by Section 9-2-204 of the Lawton City Code, 2015, as now provided or as may hereafter be amended; and

WHEREAS, it is the desire of the City to provide certain benefits, establish certain conditions of employment and set working conditions of said Judge; and,

WHEREAS, Nathan M. Johnson desires to accept employment as Municipal Judge of said City of Lawton, Oklahoma.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, City and the Judge agree as follows:

I. APPOINTMENT

City hereby appoints and employs Nathan M. Johnson as Municipal Judge of City of Lawton, Oklahoma, to perform the functions and duties specified in Chapter 9 of the Lawton City Code, 2015 as now provided or as may hereafter be amended, and to perform other legally permissible and proper duties and functions as the Lawton City Council shall from time to time assign.

II. TERM

2.01. The term of this Agreement shall commence on February 1, 2025, and shall expire on January 31, 2027, provided funds are appropriated for the remuneration and benefits during the City's 2025/2026 and 2026/2027 fiscal years.

2.02. City, by a majority vote of a quorum present and acting in open session of the Lawton City Council, has the sole and absolute discretion to renew this Agreement, or any term or terms herein; provided, that prior to January 31, 2027, the City Council and the Judge may agree in writing to the terms and conditions of any such renewal or modification of this Agreement. If this Agreement is not renewed, the City agrees to pay the Judge a severance pay in an amount equal to three (3) months based on the Judge's annual salary. Such severance pay shall be paid, at the sole discretion of the City, either in one lump sum or in monthly increments. In addition, the City shall pay the Judge for all earned but unused vacation, sick leave and longevity pay as provided in Chapter 17 of the Lawton City Code that the Judge may be entitled to at the expiration of this Agreement, and such payment shall be made in one lump sum. If this agreement is not renewed as the result of a violation of any Federal, State or City statute or ordinance the provisions of paragraph 3.01 shall apply.

III. TERMINATION

3.01. This Agreement may be terminated by the City and the Judge may be removed from office only for cause in the manner prescribed in Section 9-206, Lawton City Code, 2015, as now provided or as may hereafter be amended. Following the procedures prescribed in Section 9-206 of the Lawton City Code, 2015, as now provided or as may hereafter be amended, the Judge shall be removed from office, and this Agreement shall be terminated by the City only by at least five (5) affirmative votes cast in open session of a properly convened meeting of the Lawton City Council at which time the Judge shall immediately cease to hold the office and position of Municipal Judge of the City of Lawton, Oklahoma. If and in the event of such termination, the City shall pay the Judge for all earned but unused vacation leave, sick leave and longevity pay as provided in Chapter 17 of the Lawton City Code that the Judge may be entitled to at the time of termination of this Agreement to the extent allowed by the provisions of the Lawton City Code, and such payment shall be made in one lump payment.

3.02. Further, this Agreement may be terminated by the Judge, prior to the expiration date hereof, by the Judge's filing a written notice of intent to resign, provided that said written notice of intent to resign shall be filed with the Mayor of the City of Lawton at least thirty (30) calendar days prior to the effective date of such resignation. The Judge shall not receive any additional remuneration or benefits conferred upon the Judge by this Agreement from and after the effective date of the Judge's resignation. At the time of such resignation, however, the City shall pay the Judge for all earned but unused vacation, sick leave and longevity pay as provided in Chapter 17 of the Lawton City Code that the Judge may be entitled to at the time of his resignation to the extent allowed by the provision of the Lawton City Code, and such payment shall be made in one lump sum.

IV. REMUNERATION AND BENEFITS

4.01. During the term of this Agreement the City agrees to provide the Judge remuneration and benefits as follows:

(a) Salary. During the term of this Agreement, the Judge shall be paid the annual sum of One Hundred Forty Thousand Four Dollars and Eighty Cents (\$140,004.80) payable in bi-weekly payments coinciding with the payroll cycle of the City of Lawton employees.

(b) Retirement Allowance. The City shall pay and contribute to the Judge's retirement fund with I.C.M.A. or any other retirement fund in which the Judge wants to participate. The City's contribution to the I.C.M.A. retirement fund shall be made on a bi-weekly basis and shall be equal to ten percent (15%) of the Judge's gross salary or in the event that the Judge participates in the City Employee Pension and Retirement System, the Judge and City will contribute their respective percentage set forth in the Lawton City Code, 2015, based on his annual salary to the City Employee Pension and Retirement System. Such contributions will be made during each payroll period.

(c) Benefits. The provisions of the City of Lawton City Code, 2015, as now provided or as may hereafter be amended, relating to vacation leave, sick leave, holidays, longevity, health, dental and other insurance, and working conditions shall also apply to the Judge. The Judge shall receive one week of professional/personal time in addition to the benefits provided above for each contract year.

(d) Schools and Conferences. The City shall pay for the Judge's travel, meals, lodging and registration to two (2) annual Judges' Conferences (continuing legal education seminars) in Oklahoma each calendar year during the term of this Agreement for the continuing education and professional development necessary for maintaining qualifications for the office as well as for the good of the City. If one conference is held in Comanche County the Judge shall be allowed to attend one (1) additional continuing education seminar in state.

(e) Memberships and Associations. City shall pay for the Judge's annual memberships in the Oklahoma Municipal Judges Association and the Oklahoma Bar Association.

(f) Compensation and Additional Jobs. The Judge shall receive no other compensation for the position of Municipal Judge of the City of Lawton except as here above provided and shall not engage in the private practice of law.

V. PERFORMANCE AND EVALUATION

The City Council will review and evaluate the performance of the Judge periodically during the term of this agreement. Generally, reviews will be conducted every six months, but they may occur either more or less often at the discretion of the Council. The Council shall provide the Judge notice of evaluation and 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.

VI. REPORTS

The Judge shall submit a written or oral report to the City Council upon request during the term of this Agreement. Such report will include information on the Municipal Court as deemed appropriate by the Mayor, the Council or the Judge.

IN WITNESS WHEREOF, the City of Lawton has caused this Agreement to be signed and executed in its behalf by its Mayor and duly attested by its City Clerk and the Judge has signed and executed this Agreement the day and year first above written.

CITY OF LAWTON, OKLAHOMA
A Municipal Corporation,

BY:

STANLEY BOOKER, MAYOR

ATTEST:

DONALYNN BLAZEK-SCHERLER, CITY CLERK

NATHAN M. JOHNSON

Approved as to form and legality this _____ day of January 2025.

JOHN ANDREW, CITY ATTORNEY



City of Lawton

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

Commentary

File #: 25-0038

Agenda Date: 1/28/2025

Agenda No: 14.

ITEM TITLE:

Consider approving an extendable Operating and Professional Services Agreement, providing entertainment and fireworks for the 2025 Lawton Fort Sill Freedom Festival by LimeLight Productions and authorizing the Mayor and City Clerk to execute the contract.

INITIATOR: Jason Poudrier, Arts and Humanities Administrator

STAFF INFORMATION SOURCE: Jason Poudrier, Arts and Humanities Administrator

BACKGROUND: The City of Lawton has contracted with Limelight Productions since 2015 to coordinate the City of Lawton's Firework Display. They have provided excellent, quality service, without incident. In 2021, their multi-year contract ended with the City and it was determined that a new contract would have to be initiated each year.

In 2024, the City of Lawton contracted with Limelight for Fireworks and stage entertainment, and the city contracted, separately, a drone show with Sky Elements. For 2025, we will be able to reduce cost by contracting with Limelight to coordinate the drone show along with the fireworks and stage entertainment.

The attached contract is also extendable for up-to five extensions at the same price and conditions as in the original contract, by mutual agreement between the City of and Limelight Productions. This will assist us in potentially locking in a rate, and reduce time and energy generating a new contract each year.

DRONE DISPLAY: (\$31,000) - 200 Drones to Perform 12-15 Animations

STAGE, SOUND, LIGHTS: (\$24,000) - Lights for choreographed Drone and PyroMusical Fireworks Display, and technicians and crew for 2 consecutive nights

FIREWORKS DISPLAY: (\$75,000) - PyroMusical Fireworks Displays with Choreography for 2 consecutive nights. Seventy-Five Thousand dollars (\$75,000) for Saturday night 23-24 min PyroMusical and FREE SHOW for Friday night Finale added to City of Lawton's Drone show.

ENTERTAINMENT: (\$15,000) - Headline Performer/Entertainment

TOTAL: (\$145,000) - Total of Contract

Limelight entertainment will work with the Arts and Humanities Division to coordinate the fireworks display, all-stage and sound needs, and a headline performer. This program is for the Citizens, and utilizing a trusted and insured contractor to coordinate, schedule, and collaborate with the City of Lawton is the most cost-effective efficient method to ensure that we have a consistent high-end independence day celebration.

City of Lawton Purchasing Policy 04-02 outlines exemptions for "other professional services from competitive bid procedures. Using this guidance, professionals in the arts will also be exempted." Limelight provides

professional arts related services, and therefore, this contract and the arts related services rendered are exempt from the competitive bidding process.

This event is entirely for the enjoyment of the citizens of the Lawton Fort Sill Community, enhancement of quality of life, and promotion of tourism to Lawton, OK. Lawton Fort Sill Freedom Festival was established with the safety of citizens in mind in that fireworks were banned for private use within City Limits. This contract combining the drone show and fireworks display through a single vendor reduces the cost of the overall show and is therefore more efficient. Furthermore, as with the notoriety of last year's drone show, the 2025 Lawton Fort Sill Freedom Festival is a world class event. The Lawton Fort Sill Freedom Festival embodies the True North Culture Statement.

EXHIBIT: 2025 Limelight Professional Services Agreement

KEY ISSUES: Contract is needed to be approved to lock in pricing for drone show. There will be a firework show this year.

FUNDING SOURCE: Hotel/Motel \$100,000(230-2301004-52025); McMahan Auditorium Authority \$10,000; Fundraising/LETA funds \$35,000(501-5018502-52025)

STAFF RECOMMENDED COUNCIL ACTION: Approve Operating and Professional Services Agreement with Limelight Productions to provide entertainment and fireworks for the 2025 Freedom festival and authorize the Mayor and City Clerk to execute the contract.



This Contract is made and entered into by and between **LimeLight Productions, LLC** (hereinafter **LLP**) and **City of Lawton** hereinafter referred to as “**Client**”) on the _____ day of _____ 2025, for events on the evenings of **June 27th and 28th, 2025** at **501 NW Ferris Ave. Lawton, OK 73507**.

LLP is an Oklahoma for profit event planning company located at **4316 Windsong Way, Oklahoma City, OK 73120**. Acting in that capacity, **LLP** may book various 3rd parties, display operators, performers, DJ’s, caterers, rental companies, musical acts, artists, fireworks, stage, sound, lights and many other types of unique entertainment with prior client approval. In each case, **LLP** will sign “client approved” contracts and riders for Client. Client will make every effort to satisfy the terms of all contracts signed by **LLP** and approved by Client. Any changes or variations from agreed upon terms must be approved by **LLP**. **LLP** will incur no addition or unexpected expenses based on circumstances outside of **LLP**’s control.

LLP will sub-contract all Fireworks, Artist/Performers, laborers, and any other obligations as to this contract to **Titan Standard** (hereinafter referred to as Sound Company – **SC**) and **Precision Fireworks and Precision Drones** (hereinafter referred to as the Display Operator - **DO**). Display Operator is a Texas, for profit corporation licensed to do business in Oklahoma. **LLP** and Client will be listed as Additionally Insured on all 3rd Party or subcontractor Insurances.

Client is an Oklahoma City entity with its principal office at Lawton City Hall, **212 SW Ninth St. Lawton, OK 73501**. Client and **LLP** desire to engage Performers, Artists, Entertainment, Display Operator and Sound Company to perform an Entertainment, PyroMusical Fireworks Displays, and a choreographed Drone Show and Performers/**DO**’s/**SC**/**LLP** desire to perform such Entertainment, PyroMusical Fireworks Displays, and Drone Shows under the terms set forth in this Contract.

PERFORMERS/SOUND COMPANY/FIREWORKS/DRONES (Display Operators - DO’s)

NOW, THEREFORE, and in consideration of the sums to be paid to **LLP** as event planner and consultant, the parties agree as follows:

- I. LLP Responsibilities:** The responsibilities of **LLP** under this contract are as follows:
1. **LLP** will cooperate with Client to coordinate in the planning and execution of the drone show and fireworks display events. Prior to the event, **LLP** will arrange to meet with Client officials to effect such cooperation and coordination, and, upon Client’s request, provide identities and qualifications of all personnel assigned to the display events the name and contact information of the individuals who will support the drone show and fireworks display.
 2. **LLP** shall act as a primary contact for any contracted labor in support of the drone show and pyrotechnical firework displays and provide any information in a timely manner in response to any reasonable requests for information from the Client.
 3. **LLP** Shall undertake all responsible measures necessary to protect persons property against hazards associated with the storage, handling and discharge of pyrotechnic ordinance and

other display components before, during and after the drone and fireworks display events. Without limitation, this shall include: utilizing licensed pyrotechnic operators and trained, experienced technicians and other assistants; combing the grounds both inside and outside the Exclusion Zone for any live or hazardous pyrotechnic materials immediately preceding and after the drone and fireworks displays and ensuring sufficient personnel are present and in-place for safe operations of the drone and fireworks display.

4. LLP shall ensure provide oversight of the operations of the performance of the Drone Show, Firework Display, Headline Performers and associated sound and stage technicians and ensure that entertainment accommodates an anticipated attendance of approximately thirty to forty thousand people:
5. Headline Performer: LLP shall provide recommendations for a headliner performer to the Client, and upon the Client's approval and acceptance of a recommended performer, LLP shall negotiate the contract in the best interest of the Client. All costs associated with said headline performer are included in the total cost of the agreement.
6. Set-Up for entertainment: The installation of all equipment and the loading of the sound equipment and fireworks on the equipment, which are to be used by the Display Operators in the performance of the PyroMusical Fireworks Display and Drone Show under this Contract.
7. Tear-Down of Display: The removal of all equipment utilized by the Display Operators in the performance of the PyroMusical Fireworks Display and Drone Show, and the search of the Fallout Area and removal therefrom of fireworks which failed to explode.
8. Clean-Up of Display: The removal of paper, cardboard, debris, and other fireworks refuse from the Discharge Site and the Fallout Area. The fallout area will be conducive to the size of the display. This does NOT include any areas that were open, accessible, or occupied by the public and/or spectators.
9. For Display(s) that include licensed music accompaniment, LLP agrees to verify with their organization, venue, sponsor, and/or municipality, the permission to simulcast music and agrees to pay any and all fees associated with the broadcast of said music in the public environment of the Display(s).
10. LLP shall provide detailed invoices and receipts of all related event fees and expenses upon request.

Display Site: The area that includes the "Discharge Site", the "Fallout Area" and the "Separation Area" as those terms are defined below. The Drone/Fireworks Display Site shall be a secure area. No persons other than the Display Operator's personnel and security officials will be allowed inside the Display Site at any time. **It is understood that there is a danger of damage and harm to any persons, property, or landscaping located within the Drone/Fireworks Display Site.**

Discharge Site: The area immediately surrounding the fireworks mortars, multi-shot cakes, or other equipment and items to be used in the Drone/Fireworks Display.

Fallout Area: The designated area in which debris is intended to fall after fireworks devices are fired.

Separation Area: The area between the Discharge Site and the area(s) from which spectators observe the Drone/Fireworks Display.

Rain/Reschedule Date: See Cancellation and Rain Date Clause

II. The Performance of Drone/Firework Display:

- a. Display Operator will perform a 12-15 minute, 200 lighted-drone show choreographed to music with an approximately 3-5 minute 1.4G Pyromusical Fireworks Finale on June 27th, 2025 and an approximately 23-24 minute 1.3G and 1.4G Pyromusical Fireworks Display on the date of June 28th, 2025.
 1. Display Operator shall setup an initial drone show design planning meeting with Client by February 19th, 2025, and Display Operator shall create a storyboard of design elements, images, and scenes with action notes and provide to client for feedback and suggestions by March 19th. Display Operator shall modify the storyboard in accordance with Client feedback and provide feedback and suggestions to best meet Client's design requests within limitations of capabilities.
 2. A digital rendering/preview of the drone show, Pyromusical Firework Finale and the Pyromusical Fireworks Display will be presented at a date and location specified by the Client no earlier than the 16th of May 2025. Client shall provide Display Operator and LLP at least a two-week notice before specified date for presentation of digital rendering/preview. Display Operator shall make shall modify the drone and or Pyromusical Fire Work Finale and Display within Display Operator's capabilities based on any additional feedback and suggestions from Client.
 3. The Performance of the Drone/Firework Display must accommodate an anticipated attendance of approximately thirty to forty thousand people and utilize a wide variety and color of pyrotechnic devices and patriotic music.
- b. Display shall take place at **Elmer Thomas Park** and shall commence at the discretion of the City Manager after the Display Operators determine that there is adequate darkness, the Display Site is secure, and the conditions are safe to proceed.
- c. It is agreed that, should unsafe conditions arise during the performance of the Drone/Fireworks Display, the Display Operators may halt the display. The Display Operators may resume the Display if/when Display Operators determine safe conditions are restored.

III. Display Operator's Responsibilities: The responsibilities of the Display Operator, Sound Company, and LLP under this Contract are as follows:

- a. **INSURANCE - Display Operator** will produce to **Client and LLP** valid insurance certificate procuring liability insurance coverage in the amount of Three Million Dollars (3,000,000.00). The insurance certificates shall list the Client and LLP as an additional name insured. The liability insurance coverage provided by this insurance shall be limited to liability caused by the Display Operator that is directly related to the services and responsibilities to be undertaken by Display Operator. Sound Company will produce to Client and LLP a One Million Dollar (1,000,000.00) liability insurance policy listing both Client and LLP as an additionally insured.
- b. Display Operators to provide the following services:
 1. Operation of Drone/Fireworks Displays.
 2. Tear-Down of Drone/Fireworks Displays
 3. To obtain Drone/Fireworks Display Permit to conduct the Display.
 4. To provide security services for the Drone/Fireworks Display Site before, during, and after the Display and at all times when Display Operator's equipment and the fireworks are upon the Display Site.
 5. To design and produce Drone/Fireworks Display choreography.
 6. Clean-Up of Drone/Fireworks Display (Big Trash)
 7. Obtain all necessary Federal Aviation Administration(FAA)

PERMITS AND APPROVALS and Department of Defense (DOD) approvals and permits to enable performance of Drone Show fully hereunder, including airspace authorization needed for the Display(s). The client shall be responsible for obtaining and payment of all required local city permits, coordinating with local police, managing road closures, and arranging for necessary barricades.

- c. **Display Operators** will fulfill all of the above-described responsibilities and perform all of the services identified in this paragraph III, in compliance with all federal, state, and local governmental laws and regulations.

IV. Outline of Expenses due to LLP from Client:

a. DRONE DISPLAY:

Thirty-One Thousand Dollars (\$31,000) - 200 Drones to Perform 12-15 Animations over a span of 12-15 Minutes with the Finale to be choreographed with accompanying 1.4G Pyromusical Display (See letter C below)

b. STAGE, SOUND, LIGHTS:

Twenty-Four Thousand Dollars (\$24,000) – Sound, stage, 24x38 ft truss style roof top, and lights for choreographed Drone and PyroMusical Fireworks Display, and technicians and crew for 2 consecutive nights

c. FIREWORKS DISPLAY:

Seventy-Five Thousand Dollars (\$75,000) – PyroMusical Fireworks Displays with Choreography for 2 consecutive nights. Seventy-Five Thousand dollars (\$75,000) for Saturday night 23-24 min PyroMusical and FREE SHOW for Friday night Finale added to City of Lawton’s Drone show.

d. ENTERTAINMENT:

Fifteen-Thousand Dollars (\$15,000) – Performer/Entertainment

e. TOTAL

One-Hundred and Forty-Five Thousand Dollars (\$145,000) - Total of Contract

V. Client's Responsibilities: The responsibilities of the Client under this Contract are as follows:

- a. In consideration for the services to be performed by **Performers, Drone/Fireworks Display Operators, Sound Company, and LLP** hereunder, Client agrees to pay **LimeLight Productions** the total sum of **One Hundred Thirty-Five Thousand Dollars (\$145,000.00)**, payable as follows:
 - 1. Upon the full execution of this Contract, the sum of **Seventy-Two Thousand Five Hundred Dollars (\$72,500.00)** will be paid as a deposit to secure booking by **February 1, 2025**
 - 2. The remaining balance (\$72,500.00) is to be paid on or before June 28th, 2025.
- b. **Client** agrees to provide following services
 - 1. To provide security services for spectators attending Entertainment/Firework Display.
 - 2. Clean-Up of Drone/Fireworks Display area except for Big Trash.
 - 3. Up-to and not to exceed eight (8) double hotel rooms for one(1) night stay to be used exclusively by Display Operators, event support personnel, entertainers, and other event support at the discretion of LLP. The Client will not be responsible for any damage however caused (whether by the deliberate, negligent, or reckless act) to the room(s), hotel’s premises or property caused by LLP or LLP’s contactors/employees or any incidental and room services charges above and beyond the cost of the rooms.
 - 4. One(1) use of Gator, or similar UTV, or golf cart.

5. Water and restrooms for laborers.
- c. Client agrees to indemnify, hold harmless, and defend Performers/DO's/SC/LLP from any and all claims brought against Performers/DO's/SC/LLP for any and all accidents, incidents, or allegations concerning property damage or personal injury, (including any COVID-19 related claims), which are not directly related to Performers/DO's/SC/LLP's contractual responsibilities as set forth in this contract.

VI. Cancellation of Fireworks Display:

Rain/Reschedule Date: The parties agree that, in the event Drone or Fireworks Display Operators, Entertainment, Sound Company, or LLP determine that weather conditions require the cancellation or postponement of the Display a rain date will be predetermined and the following rules will apply. Please note your rain date of **June 29th, 2025**. If DO's/SC/LLP determine that weather conditions on the Rain Date are such as to require a further delay, the parties will agree to a secondary Rain Date. **The DO's/SC/LLP and/or Entertainment will incur out-of-pocket costs and expenses in the event the Display is postponed due to adverse weather conditions.** Twenty-four (24) hour-a-day on-site security will be required, as well as ongoing employee and contractor expenses. **Client agrees that LLP nor any of it's vendors can endure these costs and it will pay all of DO/SC/LLP/Entertainment's out-of- pocket expenses incurred as a result of the postponement of the Fireworks Display.** If the agreed upon Rain Day, or secondary Rain Day, is scheduled at a time requiring DO/LLP to Tear- Down the Display and re-Set-Up the Display, the parties agree that the reimbursable costs and expenses to be incurred by DO/LLP will not exceed the amount of twenty five percent (25%) of the original contract amount. Parties agree that expenses for SC and Entertainment are not included and will be subject to availability and third party contracts.

- a. If Client cancels the Drone/Fireworks Display or any part of this contract at a date more than ninety (90) days before the scheduled date of the Drone/Fireworks Display, there will be no cancellation fee charged, and any deposit made will be refunded to Client.
- b. If Client cancels the Drone/Fireworks Display or any part of this contract at a point in time more than sixty (60) days before the scheduled date of the Drone/Fireworks Display, but less than ninety one (91) days before the scheduled date, the cancellation fee will be ten percent (10%) of the full contract price.
- c. If Client cancels the Drone/Fireworks Display or any part of this contract at a point in time less than sixty-one (61) days, but more than thirty (30) days before the scheduled date of the Drone/Fireworks Display, the cancellation fee will be fifty percent (50%) of the full Contract price.
- d. If Client cancels the Drone/Fireworks Display or any part of this contract at a date which is thirty (30) or fewer days before the scheduled date of the Drone/Fireworks Display, the full amount of the Contract price will become due and payable.

VII. Extension: At the end of the contract period for consulting services provided, or upon the conclusion of a maximum of five (5) extensions thereof, the contract may be extended for a period not to exceed twelve (12) months at the same price and conditions as in the original contract, by mutual agreement between the Client and LLP. The extended contract shall, upon the signing by both parties, become a binding agreement and shall remain in force and effect until additional consulting services are rendered complete or the conclusion of five (5) extensions.

VIII. JURISDICTION AND VENUE. It is hereby stipulated that this Agreement will be governed by the laws of the State of Oklahoma. Jurisdiction and Venue will be in the District Court of Comanche County, Oklahoma, or the Federal District Court for Western Oklahoma.

IX. Remedies: The parties agree that, in any lawsuit brought to enforce the terms of this Contract, the prevailing party shall be entitled to receive, as part of its judgment, an award of its attorney fees, as deemed reasonable by the court, together with all of its litigation costs, including court costs, fees for the service of process, travel expenses, witness fees, copy expense, court reporter fees for depositions and in court testimony, video deposition expense, transcripts and postage.

Complete Agreement: This Contract, including the attached Proposal, constitutes the entire agreement between the parties. No oral promises, commitments, or agreements made by either party before or after the execution of this Contract shall be binding upon them. Any amendments, changes, or modifications to the terms set forth in this Contract must be reduced to writing and signed by both parties before said changes become binding.

Executed by the parties on the date or dates set forth opposite their names.

LimeLight Productions, LLC

Date: 12/6/2024

Printed name: Denise Castelli



Client: City of Lawton

CITY OF LAWTON A Municipal Corporation

By: _____
STAN BOOKER, MAYOR

ATTEST: _____
DONNALYNN BLAZEK-SCHERLER CITY CLERK

Approved as to form and legality this _____ day of _____ 2025.

JOHN ANDREW, CITY ATTORNEY



City of Lawton

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

Commentary

File #: 25-0046

Agenda Date: 1/28/2025

Agenda No: 15.

ITEM TITLE:

Consider approving a limited event support agreement between the City of Lawton and Fort Sill Moral Welfare and Recreation(MWR) for support of the Warrior Run 2025.

INITIATOR: Jason Poudrier, Arts and Humanities Administrator

STAFF INFORMATION SOURCE: Jason Poudrier, Arts and Humanities Administrator

BACKGROUND: Fort Sill is hosting the first, full Marathon in Southwest, Oklahoma -The Warrior Run 2025. The run will take place entirely on Fort Sill. The run will also consist of additional runs to include a 1Mile, 5k, 10K Ruck, 13.1 Mile Run. As this is the first time the run is being held and the run has the potential to grow into a major tourist attraction and economic driver in Southwest, OK, there are multiple benefits for the City of Lawton using its existing resources to assist in marketing the event and providing limited event support during the day of the Warrior Run 2025 -March 22nd, 2025.

This event is being fully executed by Fort Sill, and our assistance will further enhance the event through providing greater support in marketing to citizens and providing world class customer service to our Lawton Fort Sill community.

EXHIBIT: Warrior Run 2025 Limited Support Agreement; Event Flier for Warrior Run 2025

KEY ISSUES: This is an opportunity to strengthen the community and mutual collaboration between the City of Lawton and Fort Sill.

FUNDING SOURCE: Department General Funds: salaries and wages and limited supply costs.

STAFF RECOMMENDED COUNCIL ACTION: Approve Limited Event Support Agreement between the City of Lawton and Fort Sill Moral Welfare and Recreation(MWR) in support of the Warrior Run 2025.

AGREEMENT FOR LIMITED EVENT SUPPORT OF THE WARRIOR RUN 2025

This Agreement for Limited Event Support is entered into by and between the City of Lawton, Oklahoma, a municipal corporation (hereinafter referred to as “City”), the Fort Sill Morale, Welfare and Recreation (hereinafter referred to as “Fort Sill MWR”), for the coordination and promotion of the Warrior Run 2025 (the “Event”).

Whereas, the City, through its governing body, has determined that the City should provide limited support to the Event organized by Fort Sill MWR for the purpose of providing free, family friendly, and all-inclusive activities for the community; and

Whereas, the City desires to provide limited-service support to the Event; and

Whereas, the purpose of this Agreement is to outline the roles and responsibilities of the parties involved to promote and support the successful execution of the Event, enhance community engagement, and ensure a high-quality experience for runners, their families, and visitors;

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

A. City agrees as follows:

1. To promote and share the Warrior Run 2025’s official Facebook posts on City social media platforms.
 - a. Add the Event to official City event calendars to maximize community awareness.
 - b. Work with the Chamber and other partners to ensure local awareness and encourage the community to plan for potential influxes of visitors.
2. To assist in promoting and scheduling of complimentary events that encourage visitors to explore more of what Lawton has to offer during the Event weekend.
3. To support at “Water Stations” and “Cheering” Stations, which consists of recruiting and organizing participation of City staff to support at least two “Water Stations” along the marathon route.
4. To encourage community members, local organizations, and volunteer groups to participate in setting up and manning additional stations.

5. To work with local businesses for sponsorships or discounted items for swag bags to provide to runners and participants.

a. Gather and distribute information and promotional swag that highlights Lawton and Southwest Oklahoma.

B. Fort Sill MRW agrees as follows:

1. Coordinate a Runner EXPO event for runners on the night prior to the Event to engage participants and promote local businesses.

2. To be responsible for the overall event planning, coordination, and management of the full marathon, including securing necessary permits, organizing volunteers, and ensuring all safety and logistical requirements are met.

C. The Fort Sill MRW shall assume full legal and liability responsibility for the Event.

D. This Agreement will remain in effect until the conclusion of the Event on March 22nd, 2025.

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

CITY OF LAWTON,
OKLAHOMA
A Municipal Corporation

By:

Stanley Booker, Mayor

ATTEST:

Donalynn Blazek-Scherler, City Clerk

Fort Sill Morale, Welfare and Recreation

By: _____

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

John Andrew, City Attorney

FORT SILL WARRIOR RUN

26.2M • 13.1M 10K RUCK • KIDS RUN

FORT SILL, OKLAHOMA
MARCH 22, 2025

MARCH 22 • 6AM • PATRIOT CLUB

\$100/ADULT (26.2 • 13.1 • 10K RUCK) • \$40/17 & UNDER (5K • 1 MILE) • \$35/8 & UNDER (1 MILE)

Adult will receive a Shirt, Socks, Camel Bag, Pint Glass, Head Band, Gloves, Medal, and Bib
Kid will receive a Shirt, Water Bottle, Medal, and Bib



Preregister to guarantee your shirt size by **February 22**.
Price will increase on February to \$120/Adult, \$50/17 & Under,
\$45/8 & Under. Don't miss out on the savings!



Scan the QR code to register in advance or visit Sill.ArmyMWR.com

In-Person Registration:
Welcome Center (Bldg. 4700, Room 151N)

OPEN TO THE PUBLIC

Sponsored by:



No federal endorsement intended.



For more information:
Sill.ArmyMWR.com
ethan.r.briner.naf@army.mil





City of Lawton

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

Commentary

File #: 25-0007

Agenda Date: 1/28/2025

Agenda No: 16.

ITEM TITLE:

Consider determining and approving the actual costs of the dismantling and removal of dilapidated buildings and other expenses that may be necessary in conjunction with the same by approving invoices for demolition of properties as required by State Statute 11-22-112.4 for properties located at 1511 SW Dr Charles W Whitlow Avenue, 813 SW H Avenue, 1216 NW Andrews Avenue, 1611 NW Lawton Avenue and 56 NW 24th Street.

INITIATOR: Charlotte Brown, Community Services Director

STAFF INFORMATION SOURCE: Joshua White, Neighborhood Services Supervisor

BACKGROUND: This is in accordance with the True North Culture Statement for a Safe Community. We will be relentless in our efforts to provide a safe environment for our citizens to thrive. State Statute requires that the governing body determine the actual cost of the dismantling and removal of dilapidated buildings and any other expenses that may be necessary in conjunction with dismantling and removal of the building, including the cost of notice and mailing. This has not been done in the past and was recently discovered during a recent re-review of the State Statute.

Gill's Demolition & Backhoe dated 12/18/2024 in the amount of \$2,500.00 for 1511 SW Dr Charles W Whitlow Avenue
Gill's Demolition & Backhoe dated 01/02/2025 in the amount of \$1,995.00 for 813 SW H Avenue
Budget Lawn & Tree Service dated 01/09/2025 in the amount of \$1,750.00 for 1216 NW Andrews Avenue
Gill's Demolition & Backhoe dated 01/14/2025 in the amount of \$3,000.00 for 1611 NW Lawton Avenue
Gill's Demolition & Backhoe dated 01/14/2025 in the amount of \$3,100.00 for 56 NW 24th Street

EXHIBIT: Invoices

KEY ISSUES: To approve payment of invoice(s)

FUNDING SOURCE: Neighborhood Services Abatement and Demolition Funds

STAFF RECOMMENDED COUNCIL ACTION: Approve invoices for demolition of properties as required by State Statute 11-22-112.4 for properties located at 1511 SW Dr. Charles W Whitlow Avenue, 813 SW H Avenue, 1216 NW Andrews Avenue, 1611 NW Lawton Avenue and 56 NW 24th Street.

Gill's Demolition & Backhoe

17102 SE Woodlawn
Lawton, OK 73501

Invoice

Due Date	Date	Invoice #
12/18/2024	12/18/2024	1175

Bill To

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

Please check box if address is incorrect or has changed, and indicate change(s) on reverse side.

Balance Due	\$2,500.00
--------------------	-------------------

New e-mail address? Enter here: _____

Gill's Demolition & Backhoe

17102 SE Woodlawn
Lawton, OK 73501

PLEASE DETACH AND RETURN TOP PORTION WITH YOUR PAYMENT

P.O. No.	Terms	Project
	Due on receipt	1511 SW Dr Ch...

Description	Qty	Rate	Amount
Demolition at 1511 SW Dr. Charles W Whitlow Ave	1	2,500.00	2,500.00

Make all checks payable to Gill's Demoliton & Backhoe.
For billing inquiries: 580-353-1843.

Total	\$2,500.00
Payments/Credits	\$0.00
Balance Due	\$2,500.00

Gill's Demolition & Backhoe

17102 SE Woodlawn
Lawton, OK 73501

Invoice

Due Date	Date	Invoice #
1/2/2025	1/2/2025	1177

Bill To

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

Please check box if address is incorrect or has changed, and indicate change(s) on reverse side.

Balance Due	\$1,995.00
--------------------	-------------------

New e-mail address? Enter here: _____

Gill's Demolition & Backhoe

17102 SE Woodlawn
Lawton, OK 73501

PLEASE DETACH AND RETURN TOP PORTION WITH YOUR PAYMENT

P.O. No.	Terms	Project
	Due on receipt	813 SW H Ave

Description	Qty	Rate	Amount
Demolition at 813 SW H Ave	1	1,995.00	1,995.00

Make all checks payable to Gill's Demoliton & Backhoe.
For billing inquiries: 580-353-1843.

Total	\$1,995.00
Payments/Credits	\$0.00
Balance Due	\$1,995.00

Budget Lawn and Tree Service
5904 Eisenhower Drive
Lawton, OK 73505
Ph: 678-2599

INVOICE

Invoice Date

1-9-2025

To:

City of Lawton

Completed	Description	Amount Due
1-8-25	Demolition at 1216 NW ANDREWS AVE.	# 1750 ⁰⁰
	<i>Thank you Darius</i>	

IF MAILING PAYMENT PLEASE SEND TO:

**Budget Lawn and Tree Service
5904 Eisenhower Drive
Lawton. Ok. 73505**

Gill's Demolition & Backhoe

17102 SE Woodlawn
Lawton, OK 73501

Invoice

Due Date	Date	Invoice #
1/14/2025	1/14/2025	1180

Bill To

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

Please check box if address is incorrect or has changed, and indicate change(s) on reverse side.

New e-mail address? Enter here: _____

Balance Due	\$3,000.00
--------------------	-------------------

Gill's Demolition & Backhoe

17102 SE Woodlawn
Lawton, OK 73501

PLEASE DETACH AND RETURN TOP PORTION WITH YOUR PAYMENT

P.O. No.	Terms	Project
	Due on receipt	1611 NW Lawto...

Description	Qty	Rate	Amount
Demolition at 1611 NW Lawton Ave	1	3,000.00	3,000.00

Make all checks payable to Gill's Demoliton & Backhoe.
For billing inquiries: 580-353-1843.

Total	\$3,000.00
Payments/Credits	\$0.00
Balance Due	\$3,000.00

Gill's Demolition & Backhoe

17102 SE Woodlawn
Lawton, OK 73501

Invoice

Due Date	Date	Invoice #
1/14/2025	1/14/2025	1179

Bill To

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

Please check box if address is incorrect or has changed, and indicate change(s) on reverse side.

New e-mail address? Enter here: _____

Balance Due	\$3,100.00
--------------------	-------------------

PLEASE DETACH AND RETURN TOP PORTION WITH YOUR PAYMENT

Gill's Demolition & Backhoe

17102 SE Woodlawn
Lawton, OK 73501

P.O. No.	Terms	Project
	Due on receipt	56 NW 24th St

Description	Qty	Rate	Amount
Demolition at 56 NW 24th St	1	3,100.00	3,100.00

Make all checks payable to Gill's Demoliton & Backhoe.
For billing inquiries: 580-353-1843.

Total	\$3,100.00
Payments/Credits	\$0.00
Balance Due	\$3,100.00



City of Lawton

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

Commentary

File #: 25-0044

Agenda Date: 1/28/2025

Agenda No: 17.

ITEM TITLE:

Consider approving the Claims List for January 3, 2025, through January 16, 2025.

INITIATOR: Rebecca Johnson, Finance Director

STAFF INFORMATION SOURCE: Rebecca Johnson, Finance Director

BACKGROUND: In accordance with Section 10-1-126 of the City of Lawton Code of Ordinances, the process for reviewing, approving, and reporting the payment of invoices is designed to ensure compliance with all applicable laws and policies. Invoices that meet all requirements under state and local regulations are approved for payment on a weekly basis. To maintain transparency and accountability, a list of all invoices proposed for payment is distributed to the city manager, city clerk, and internal auditor at least 24 hours before payments are issued. This list is also made available for review by the city council and the public in the city clerk's office. Additionally, the finance director provides the city council with a comprehensive list of all invoices paid since the last council meeting. This ensures councilmembers are informed of financial transactions and can address any concerns or exceptions. The attached claims list complies with these procedures and is submitted for council review as part of the regular agenda.

EXHIBIT: List of Payments on file in the City Clerk's Office

KEY ISSUES: N/A

FUNDING SOURCE: Documented Separately on Claims List

STAFF RECOMMENDED COUNCIL ACTION: Approve the Claims List for January 3, 2025 through January 16, 2025.



City of Lawton

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

Commentary

File #: 25-0050

Agenda Date: 1/28/2025

Agenda No: 18.

ITEM TITLE:

Consider approving the minutes of the January 13, 2025 and January 14, 2025 City Council meetings.

INITIATOR: Donalynn Blazek-Scherler, City Clerk

STAFF INFORMATION SOURCE: Donalynn Blazek-Scherler, City Clerk

BACKGROUND: Minutes of the January 13, 2025 and January 14, 2025 City Council meetings have been drafted and are awaiting approval.

EXHIBIT: Minutes on file in the City Clerk's Office

KEY ISSUES: N/A

FUNDING SOURCE: N/A

STAFF RECOMMENDED COUNCIL ACTION: Approve the minutes of the January 13, 2025 and January 14, 2025 City Council meetings.



City of Lawton

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

Commentary

File #: 25-0049

Agenda Date: 1/28/2025

Agenda No: 19.

ITEM TITLE:

Consider approving appointments to boards and commissions.

INITIATOR: Mayor Stan Booker

STAFF INFORMATION SOURCE: N/A

BACKGROUND: It is recommended that the persons nominated as shown be approved for appointments to the following boards and commissions:

CITIZENS POLICE ADVISORY COMMITTEE:

George Gill - Council Representative
212 SW 9th Street
Lawton, OK 73501
01/28/2028

COUNCIL FEE COMMITTEE:

Allan Hampton
212 SW 9th Street
Lawton, OK 73501
Council Term

MAYORS COMMISSION ON THE STATUS OF WOMEN:

Patricia Williams - Ward 3 Appointment
13 NW 26th Street
Lawton, OK 73505
1/28/2027

Teresa Abram - Ward 8 Appointment
6802 SW Majestic Oak Blvd
Lawton, OK 73505
2/14/2027

EXHIBIT: Proposed appointments

KEY ISSUES: N/A

FUNDING SOURCE: N/A

STAFF RECOMMENDED COUNCIL ACTION: Approve the appointments to boards and commissions.



January 28, 2025

**CITIZENS POLICE ADVISORY
COMMITTEE:**

George Gill – Council Representative
212 SW 9th Street
Lawton, OK 73501
01/28/2028

COUNCIL FEE COMMITTEE:

Allan Hampton
212 SW 9th Street
Lawton, OK 73501
Council Term

**MAYORS COMMISSION ON THE STATUS
OF WOMEN:**

Patricia Williams – Ward 3 Appointment
13 NW 26th Street
Lawton, OK 73505
1/28/2027

Teresa Abram – Ward 8 Appointment
6802 SW Majestic Oak Blvd
Lawton, OK 73505
2/14/2027



City of Lawton

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

Commentary

File #: 25-0054

Agenda Date: 1/28/2025

Agenda No: 20.

ITEM TITLE:

Receive a presentation on a conceptual plan and, contingent upon Council approving a Resolution of Reimbursement, consider approving Amendment No. 1 to the contract PR2308 Elmer Thomas Park Amphitheater and Boardwalk Project with C.H. Guernsey for the design services on this project.

INITIATOR: Mike Jones, Interim Director of Engineering

STAFF INFORMATION SOURCE: Mike Jones, Interim Director of Engineering

BACKGROUND: On August 8, 2023 Council approved the request to issue a Request for Proposals (RFP) for the design and build of an amphitheater at Elmer Thomas Park. The initiative driving the build of the amphitheater was to add quality of life for Lawton citizens, demonstrate that we are open for business to the performing arts industry and provide a safe venue for people to participate in various events.

On February 13, 2024 Council approved a Professional Services Contract in the amount of \$48,700 with C.H. Guernsey & Company for the initial services schematic design report of the project PR2308 Elmer Thomas Park Amphitheater and Lake Helen Boardwalk. The scope of services included a Schematic Design Report for a new amphitheater adjacent to the playground with a covered stage area and boardwalk along the south shore of Lake Helen.

Guernsey is here to present a conceptual plan to get approval and start design services.

Amendment No. 1 includes services to accept conceptual plans and start design services. The Amendment No.1 to the contract is \$2,155,174.

EXHIBIT: Amendment No. 1- PR2308 Elmer Thomas Park Amphitheater and Boardwalk

KEY ISSUES: N/A

FUNDING SOURCE: General Funds - Reimbursement Resolution

STAFF RECOMMENDED COUNCIL ACTION: Receive a presentation and consider approving Amendment No. 1 to the contract PR2308 Elmer Thomas Park Amphitheater and Boardwalk Project with C.H. Guernsey for the design services on this project.

**AMENDMENT NO. 1 TO THE AGREEMENT BETWEEN CITY OF LAWTON
AND ARCHITECT FOR PROFESSIONAL SERVICES – PROJECT NO. PR2308
PROVIDE DESIGN DEVELOPMENT AND CONSTRUCTION DOCUMENTS
FOR THE PROJECT**

This Amendment No. 1 is to the original agreement made as of the 28th day of January in the year two-thousand and twenty-five by and between the City of Lawton, Oklahoma, a Municipal Corporation, hereinafter referred to as “Owner” **and C.H. Guernsey & Company** hereinafter referred to as “Architect” amending the original agreement for the professional services dated February 13, 2024, for the

Project PR2308 Elmer Thomas Park Amphitheater and Lake Helen Boardwalk

The OWNER now intends to include the services to complete design and construction documents on Project PR2308 for the Elmer Thomas Park Amphitheater and Lake Helen Boardwalk.

Now, therefore, that in consideration of the covenants, agreements, and representations hereinafter set forth, it is mutually agreed by the parties hereto that the agreement entered into by the parties on January 28th, 2025, Exhibit “A” & “B” of Agreement is amended as follows:

Add Exhibit “C” to the agreement to list the scope of the project and services.

The format for the compensation shall be:

Amendment No. 1 – Complete Design Services Total Fee	\$2,155,174.00
Survey and Geotechnical report not to exceed	\$100,000.00
Design Development 65%	\$445,288.00
Construction Documents 100%	\$890,575.00
Bidding and Permitting Phase.....	\$115,259.00
Construction Administration.....	\$604,052.00
Record Drawings	
Original Contract Total Fee was	\$48,700.00
Contract Total After Amendment 1 Fee	\$2,203,874.00

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

DATED this _____ day of _____, 2025.



Jared Stigge, CEO, C.H. Guernsey & Company

Attest:

Kathleen Tanksley
Title OP. COORD
(AFFIX SEAL)



CITY OF LAWTON, OKLAHOMA
A Municipal Corporation

Stan Booker, Mayor

Attest:

Donalynn Blazek-Scherler, City Clerk

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

John Andrew, City Attorney

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

Dated this _____ day of _____, 2025

Rebecca Johnson, Finance Director

EXHIBIT “C”**Scope of Services**

General Project Understanding

The City of Lawton is moving forward with a design and construction documents for a new boardwalk and amphitheater project within the Elmer Thomas Park. These documents will be for used permitting, bidding and construction. The design will consist of the following:

- Two Parking lots near the Amphitheater
- Food truck plaza
- Tickets and restroom building for the Amphitheater
- Plaza with splash pad
- Amphitheater with shell
- Boardwalk along southwest side of lake
- Boathouse for boat rentals
- Pedestrian bridge across lake
- Dredging lake
- Trail around lake
- Fishing docks/pier
- Small paved water access on north side of lake
- Wing/chapel sculpture at north end of bridge
- Monument Lawton sign
- Covered Swings
- Play landscape around the existing playground
- Small Pedestrian bridge at northwest corner of lake
- Adventure trail
- Observation Tower
- Waterfall/recirculating creek with reclaimed splash pad water
- Boat Ramp extension of existing parking lot

Site and Investigation

- Investigate existing conditions. Including Survey and Geotechnical report
- Survey and Geotechnical reports are not to exceed \$150,000. If this work is to exceed this amount the Architect/engineer will notify the owner prior to work.
 - When invoicing, Guernsey will provide detailed documentation to the owner as requested.

1.3.2 Design Development

- Review local building code requirements.
- Attend review and coordination meetings as required.
- Produce Design documents for client review:
 - Site Plan(s)
 - Site renderings
 - Perspective renderings
- Develop Confirmation Notice and incorporate all comments into documents.
- Conduct plan review with the City of Lawton.
- Provide a 65% design development set of documents with all options presented along with cost estimate.

1.3.3 Construction Documents

- Attend review and coordination meetings as required.
- Produce Construction documents for client review, permitting, bidding and construction.
- Develop Confirmation Notice and incorporate all comments into documents.
- Conduct plan review with the City of Lawton.
- Provide a 95% construction document set of documents with all options presented along with cost estimate.
- Provide a 100% construction document set of documents with all options presented.

1.3.4 Construction Bidding and Negotiations

- Contractor RFI responses
- Issue Amended Documents as Necessary

1.3.6 Construction Administration Services

- Shop drawing review,
- RFI responses
- Construction site observations

4.2.2 Record Drawings

- Provide ½ size record drawing set with digital versions labeled “record” drawings

Owner Supplied Information

- Equipment list and information, if necessary.
- List of building standard materials and finishes, if desired.

Proposed Design Schedule

- 2 months from Notice to Proceed to Design Development Documents.
- 6 1/2 months from Notice to Proceed to 95% Construction Documents
- 7 months from Notice to Proceed to 100% Construction Documents

Out of Scope Items

There may be variations that deviate from this scope. In performing the work, it may become evident that more or less effort is required, and scope modifications may be necessary. Any scope changes will be discussed and approved by City of Lawton to implementation. Guernsey will not accrue any out-of-scope charges without the express approval of City of Lawton.

- Any design beyond what is noted above.
- Animations
- Environmental survey or Abatement survey or coordination
- Permitting cost
- Sustainability Documentation
- Site improvements beyond those areas part of this project

Other Items

- **Utility Infrastructure:** It is assumed adequate utility distribution mains are available at the site to serve the new facility. Utility design is limited to service lines only. Modifications and improvements to, including relocating, existing utility infrastructure distribution mains are excluded.
- **Fire Alarm Design:** GUERNSEY will specify device locations, sequence of operations, and other requirements necessary to solicit competitive pricing during the construction bidding phase. Detailed design such as wiring, panel diagrams, and calculations will be included in the shop drawings submitted by the General Contractor during construction and reviewed by GUERNSEY for compliance during construction.
- **Fire Suppression Design:** GUERNSEY will specify system hazard classification of each space, relevant details, notes, and other information required to solicit competitive pricing during the construction bidding phase. Detailed sprinkler layout, pipe routing, hangers, and calculations will be included in the shop drawings submitted by the General Contractor and reviewed by GUERNSEY for compliance during construction.
- **Communications (Voice & Data) Design:** GUERNSEY will coordinate with [Client]'s communication provider to recommend a point of connection to the main communication backbone and a pathway to the facility. GUERNSEY will coordinate with [Client] to locate outlet jacks and provide infrastructure pathways (ie, conduit, cable tray, j-hooks, etc.) for horizontal cabling, and locate receptacles and ground bars for communication equipment identified by [Client]. Design for communication equipment, cabling and patch panels is excluded.
- **Security, Access Control, Intrusion Detection, and CCTV Design:** GUERNSEY will coordinate with [Client]'s subcontractor to include electrical infrastructure in the design to support these systems. Design for security equipment, controls, and cabling is excluded.
- **ICC-500 Storm Shelter Design:** [Client] has not expressed a desire to incorporate these requirements into any portion of the project scope. All design and construction administration services related to ICC-500 are excluded.
- **Special Inspections:** GUERNSEY will provide a statement of special inspections required by Local Building Code Authorities. [Client] is responsible for engaging a certified Special Inspection and Testing Agency to perform these inspections during construction. GUERNSEY will review the results of these inspections and advise the Client and General Contractor as required.
- **Commissioning/Enhanced Commissioning/Commissioning Agent**
- **Underground Utility Location Services including but not limited to Potholing and Ground Penetrating Radar**
- **Third-Party Sustainability Certification including LEED Project Registration, Documentation, and Certification by USGBC is not included.**
- **Life Cycle Cost Analysis, Energy Compliance Analysis, and Energy Modeling**
 - Only those required by Local Building Code Authorities.
- **Project Videos and Animations**
- **Building Permits and Fees Associated with Permitting and Review**
- **Environmental Permitting, Surveys, Testing, Remediation or Design including SWPPP Plans, Hazardous Material (Asbestos, Lead-Based Paint, etc.) Abatement Specifications and any Fees associated with these Items.**



City of Lawton

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

Commentary

File #: 25-0022

Agenda Date: 1/28/2025

Agenda No: 21.

ITEM TITLE:

Conduct an election of a Mayor Pro Tem for Calendar Year 2025 and take action as deemed necessary.

INITIATOR: Mayor Stan Booker

STAFF INFORMATION SOURCE: Donalynn Blazek-Scherler, City Clerk

BACKGROUND: In accordance with Section 2-2, Paragraph (B) of the City Charter of Lawton, Oklahoma, the City Council is required to elect a Mayor Pro Tem from among its members at the first meeting following the beginning of the terms of newly elected councilmembers, or as soon thereafter as practicable. The Mayor Pro Tem shall exercise all the powers of the Mayor, except the authority to veto ordinances, and is entitled to only one vote on each issue before the Council. The Mayor Pro Tem serves an essential role in ensuring continuity of governance by acting as Mayor during the Mayor's absence, disability, suspension, or in the event of a vacancy in the office of Mayor. If the Mayor's office becomes vacant, the Mayor Pro Tem will serve until the Council elects a new Mayor to complete the unexpired term. Similarly, should the position of Mayor Pro Tem become vacant, the Council is required to elect a replacement for the remainder of the unexpired term. This election is a routine but vital procedure to uphold the City Charter and maintain effective leadership for the City of Lawton.

EXHIBIT: None.

KEY ISSUES: N/A

FUNDING SOURCE: N/A

STAFF RECOMMENDED COUNCIL ACTION: Conduct an election for Mayor Pro Tem for Calendar Year 2025 and take action as deemed necessary.



City of Lawton

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

Commentary

File #: 25-0031

Agenda Date: 1/28/2025

Agenda No: 22.

ITEM TITLE:

Hold a public hearing and consider a resolution, requested administratively, to amend the 2030 Land Use Plan by adding Tract 3, more particularly described below, located at 8902 SW 11th Street (aka part of the City's landfill) as Industrial and take appropriate action as deemed necessary.

INITIATOR: Christy James, Planning Director

STAFF INFORMATION SOURCE: Kameron Good, Senior Planner

BACKGROUND: This is an administrative request for an amendment to the 2030 Land Use Plan to include Tract 3, more particularly described below, as part of the Industrial land use classification. The tract was annexed into the City of Lawton in February of 2024 by Ordinance 24-010. This tract is just east of the existing landfill as shown on the location map.

The Notice of Public Hearing was mailed to 9 owners of property within 300 feet of the requested area on December 16, 2024, and proper notice was published in The Lawton Constitution on December 22, 2024.

The City Planning Commission held a public hearing on January 16, 2025 and recommended approval for the resolution.

Tract 3

All of the Southeast Quarter (SE/4) of Section Thirty (30), Township One (1) North, Range Eleven (11) West, Indian Meridian, situated in Comanche County, Oklahoma according to the U.S. Government Survey thereof, containing 160 acres, more or less.

EXHIBIT: Resolution 25-__

Location Map

Mailing Notice

Newspaper Notice

CPC Minutes 1/16/25

KEY ISSUES: N/A

FUNDING SOURCE: N/A

CPC RECOMMENDED COUNCIL ACTION: Approve a resolution, requested administratively, to amend the 2030 Land Use Plan by adding Tract 3, more particularly described above, located at 8902 SW 11th Street (aka part of the City's landfill) and take appropriate action as deemed necessary.

RESOLUTION NO. 25- _____

A RESOLUTION APPROVING AN AMMENDMENT TO THE 2030 LAND USE PLAN FOR THE CITY OF LAWTON TO INCLUDE THE PARCEL AS PART OF THE INDUSTRIAL LAND USE CLASSIFICATION FOR PROPERTY LOCATED AT 8902 SW 11TH STREET, LAWTON, OK 73505.

WHEREAS, the City Planning Commission and the Lawton City Council have adopted the 2030 Land Use Plan: and

WHEREAS, the 2030 Land Use Plan functions as the comprehensive plan in consideration of matters affecting the orderly urbanization of the community; and

WHEREAS, Title 11, Section 43-103, Oklahoma State Statutes, requires zoning districts to be in accordance with the comprehensive plan; and

WHEREAS, the 2030 Land Use Plan recognizes that changes may occur in the community which may cause the necessity of amending said plan: and,

WHEREAS, a public hearing has been held before the City Planning Commission, and the City Planning Commission made a recommendation, on January 16, 2025, for approval to Council for amending the 2030 Land Use Plan on the property described in Section 1 hereof: and

WHEREAS, in accordance with Section 18-1-1-114, Chapter 18, Lawton City Code, 2015, the Lawton City Council shall approve any amendment to the Land Use Plan.

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

SECTION 1. An amendment to the 2030 Land Use Plan to include the parcel as part of the Industrial land use classification be approved on the tract of land described as:

All of the Southeast Quarter (SE/4) of Section Thirty (30), Township One (1) North, Range Eleven (11) West, Indian Meridian, situated in Comanche County, Oklahoma according to the U.S. Government Survey thereof, containing 160 acres, more or less.

PASSED and APPROVED by the Mayor and Council of the City of Lawton this 28th day of January 2025.

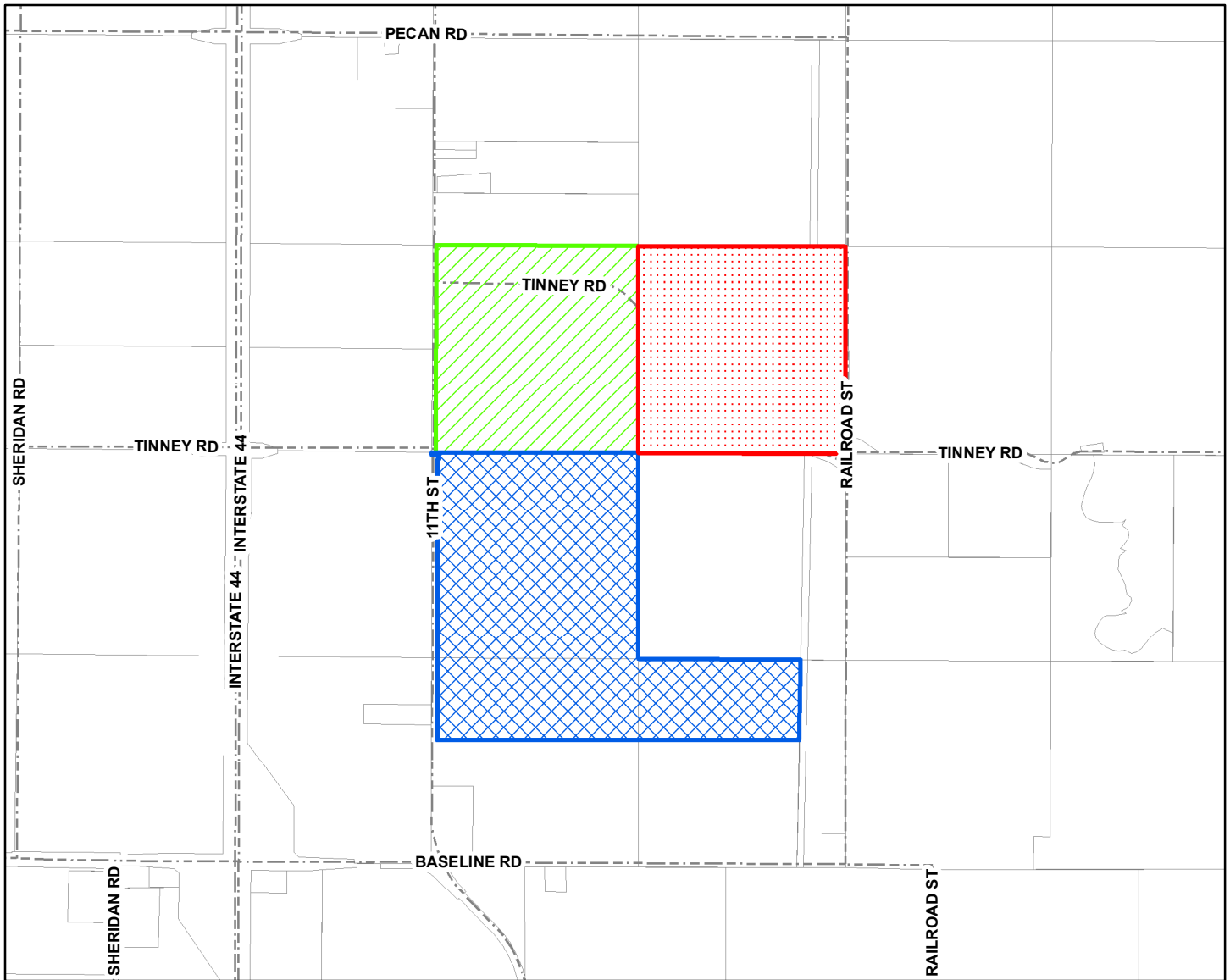
STANLEY BOOKER, MAYOR

ATTEST:

DONALYNN BLAZEK-SCHERLER, CITY CLERK

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

JOHN R. ANDREW, CITY ATTORNEY







REQUEST FOR REZONING, USE PERMITTED ON REVIEW AND AN AMENDMENT TO 2030 LAND USE PLAN

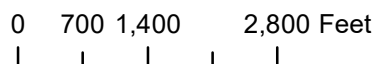
The City of Lawton desires to administratively amend the 2030 Land Use Plan, change of zoning, and request a Use Permitted on Review for property located at 8902 SW 11th Street aka the City's landfill.

Tract 3 described below as part of the Industrial land use classification; a change of zoning of Tract 1 and Tract 2 described below from A-1 General Agriculture District to I-4 Heavy Industrial District zoning classification; a change of zoning of Tract 3 described below from Temporary I-4 Heavy Industrial District to I-4 Heavy Industrial District zoning classification; and a Use Permitted on Review to allow a trash and garbage disposal plant/junkyard or salvage yard upon Tracts 1, 2 and 3.

Tracts 1, 2 and 3 are more particularly described in the attached notice.

Legend

-  Tract 3
-  Tract 2
-  Tract 1
-  Street Centerline





CITY OF LAWTON
PLANNING DEPARTMENT
212 SW 9th Street, Lawton, Oklahoma 73501
(580) 581-3375 • www.lawtonok.gov

December 16, 2024

NOTICE OF PUBLIC HEARING ON AN AMENDMENT TO THE LAND USE PLAN,
A REZONING REQUEST, AND A USE PERMITTED ON REVIEW

The City of Lawton desires to administratively amend the 2030 Land Use Plan, change of zoning, and request a Use Permitted on Review for property located at 8902 SW 11th Street aka the City's landfill. The City Planning Commission (CPC) and City Council (CC) will conduct public hearings to review these requests.

The City Planning Commission will conduct a public hearing at 1:30 p.m. on the 16th day of January, 2025, and the Lawton City Council will conduct a public hearing at 6:00 p.m. on the 28th day of January, 2025, both hearings will be held in the Wayne Gilley Auditorium, City Hall, 212 SW 9th Street, Lawton, Oklahoma. The CPC and CC will review the requests for an amendment to the 2030 Land Use Plan to include Tract 3 described below as part of the Industrial land use classification; a change of zoning of Tract 1 and Tract 2 described below from A-1 General Agriculture District to I-4 Heavy Industrial District zoning classification; a change of zoning of Tract 3 described below from Temporary I-4 Heavy Industrial District to I-4 Heavy Industrial District zoning classification; and a Use Permitted on Review to allow a trash and garbage disposal plant/junkyard or salvage yard upon Tracts 1, 2 and 3 described below:

Tract 1

All of the Southwest Quarter (SW/4) of Section Thirty (30), Township One (1) North, Range Eleven (11) West, Indian Meridian, situated in Comanche County, Oklahoma according to the U.S. Government Survey; except the West Fifty (50) feet of the Southwest Quarter (SW/4) of Section Thirty (30), Township One (1) North, Range Eleven (11) West, Indian Meridian, situated in Comanche County, Oklahoma according to the U.S. Government Survey thereof, containing 160 acres, more or less;

Tract 2

A parcel of property located in Section Thirty-One (31), Township One (1) North, Range Eleven (11) West, Indian Meridian, situated in Comanche County, Oklahoma according to the U.S. Government Survey, more particularly described as beginning at the Northeast corner (NE/c) of the Northeast Quarter (NE/4); Thence South thirty-three (33) feet along the East section line; Thence West and parallel to the North line of Section Thirty-One (31) to a point thirty-three (33) feet South of the Northwest corner (NW/c) of the Northeast Quarter (NE/4) of Section Thirty-One (31); Thence South along the quarter line to the center of Section Thirty-One (31); Thence East along the South line of the Northeast Quarter (NE/4) to a point ten (10) feet West of the West boundary of the railroad right-of-way; Thence Southwesterly, parallel to and ten (10) feet West of the West boundary of the railroad right-of-way a distance of one thousand fourteen (1014) feet; Thence West and parallel to the South line of Section Thirty-One (31) to a point seventy-five (75) feet from the West line of

Section Thirty-One (31), this point being on the East boundary of an easement conveyed to the City of Geronimo, filed July 20, 2011 in Book 3626, Page 67 in the records of the Comanche County Clerk's Office; Thence North, parallel to and seventy-five (75) feet from the West line of Section Thirty-One (31) to a point eighty-three (83) feet south of the North line of Section Thirty-One (31); Thence East and parallel to the North line of Section Thirty-One (31) a distance of twenty-five (25) feet; Thence North and parallel to the West line of Section Thirty-One (31) a distance of fifty (50) feet; Thence West and parallel to the North line of Section Thirty-One (31) to the West line of Section Thirty-One (31); Thence North along the section line to the Northwest corner (NW/c) of Section Thirty-One (31); Thence East along the North line of Section Thirty-One (31) to the point of beginning, point being the Northeast corner (NE/c) of Section Thirty-One (31), containing 215 acres, more or less; and

Tract 3

All of the Southeast Quarter (SE/4) of Section Thirty (30), Township One (1) North, Range Eleven (11) West, Indian Meridian, situated in Comanche County, Oklahoma according to the U.S. Government Survey thereof, containing 160 acres, more or less,

The above-described properties are shown on the attached map as the "Requested Area." You are being notified of the public hearings because your property is within 300 feet of the property included in the requests. If you desire to make a statement for or against said amendment to the 2030 Land Use Plan, change of zoning, and/or Use Permitted on Review, you are invited to appear in person, by petition, or by attorney to so state your position to the CPC and/or CC on the above dates.

The CPC will forward a recommendation for approval or disapproval of the requests to the Lawton City Council. If you have any questions regarding this notice, please call the Planning Department at (580) 581-3375.

CITY PLANNING COMMISSION


CHRISTINE JAMES, SECRETARY

Attachment – Map

CITY OF LAWTON, OKLAHOMA


DONALYNN BLAZEK-SCHERLER, CITY CLERK



NOTICE OF PUBLIC HEARING

Notice is hereby given pursuant to Title 11, Oklahoma State Statutes, and Sections 18-1-1-113 and 18-1-1-114, Chapter 18, Lawton City Code, 2015, that the City Planning Commission will conduct a public hearing at 1:30 p.m. on the 16th day of January, 2025, and the Lawton City Council will conduct a public hearing at 6:00 p.m. on the 28th day of January, 2025, both hearings will be held in the Wayne Gilley Auditorium, City Hall, 212 SW 9th Street, Lawton, Oklahoma, for the following purpose:

To consider an amendment to the 2030 Land Use Plan to include Tract 3 described below as part of the Industrial land use classification; a change of zoning of Tract 1 and Tract 2 described below from A-1 General Agriculture District to I-4 Heavy Industrial District zoning classification; a change of zoning of Tract 3 described below from Temporary I-4 Heavy Industrial District to I-4 Heavy Industrial District zoning classification; and a Use Permitted on Review to allow a trash and garbage disposal plant/junkyard or salvage yard upon Tracts 1, 2 and 3 described below:

Tract 1

All of the Southwest Quarter (SW/4) of Section Thirty (30), Township One (1) North, Range Eleven (11) West, Indian Meridian, situated in Comanche County, Oklahoma according to the U.S. Government Survey; except the West Fifty (50) feet of the Southwest Quarter (SW/4) of Section Thirty (30), Township One (1) North, Range Eleven (11) West, Indian Meridian, situated in Comanche County, Oklahoma according to the U.S. Government Survey thereof, containing 160 acres, more or less;

Tract 2

A parcel of property located in Section Thirty-One (31), Township One (1) North, Range Eleven (11) West, Indian Meridian, situated in Comanche County, Oklahoma according to the U.S. Government Survey, more particularly described as beginning at the Northeast corner (NE/c) of the Northeast Quarter (NE/4); Thence South thirty-three (33) feet along the East section line; Thence West and parallel to the North line of Section Thirty-One (31) to a point thirty-three (33) feet South of the Northwest corner (NW/c) of the Northeast Quarter (NE/4) of Section Thirty-One (31); Thence South along the quarter line to the center of Section Thirty-One (31); Thence East along the South line of the Northeast Quarter (NE/4) to a point ten (10) feet West of the West boundary of the railroad right-of-way; Thence Southwesterly, parallel to and ten (10) feet West of the West boundary of the railroad right-of-way a distance of one thousand fourteen (1014) feet; Thence West and parallel to the South line of Section Thirty-One (31) to a point seventy-five (75) feet from the West line of Section Thirty-One (31), this point being on the East boundary of an easement conveyed to the City of Geronimo, filed July 20, 2011 in Book 3626, Page 67 in the records of the Comanche County Clerk's Office; Thence North, parallel to and seventy-five (75) feet from the West line of Section Thirty-One (31) to a point eighty-three (83) feet south of the North line of Section Thirty-One (31); Thence East and parallel to the

North line of Section Thirty-One (31) a distance of twenty-five (25) feet; Thence North and parallel to the West line of Section Thirty-One (31) a distance of fifty (50) feet; Thence West and parallel to the North line of Section Thirty-One (31) to the West line of Section Thirty-One (31); Thence North along the section line to the Northwest corner (NW/c) of Section Thirty-One (31); Thence East along the North line of Section Thirty-One (31) to the point of beginning, point being the Northeast corner (NE/c) of Section Thirty-One (31), containing 215 acres, more or less; and

Tract 3

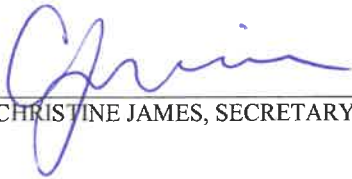
All of the Southeast Quarter (SE/4) of Section Thirty (30), Township One (1) North, Range Eleven (11) West, Indian Meridian, situated in Comanche County, Oklahoma according to the U.S. Government Survey thereof, containing 160 acres, more or less,

(located at 8902 SW 11th Street aka City's landfill)

Said changes are being requested administratively.

Any parties having an interest and any citizens desiring to be heard shall be afforded an opportunity to be heard at said public hearings.

CITY PLANNING COMMISSION



CHRISTINE JAMES, SECRETARY

CITY OF LAWTON, OKLAHOMA



DONALYNN BLAZEK-SCHERLER, CITY CLERK

(Published in *The Lawton Constitution* this 22nd day of December, 2024.)



CITY PLANNING COMMISSION

WAYNE GILLEY AUDITORIUM

January 16, 2025

Minutes of the City Planning Commission meeting held January 16, 2025, in the Wayne Gilley 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 1:32 p.m. by David Denham.

ROLL CALL

MEMBERS PRESENT David Denham
 Melissa Busse
 Ron Jarvis
 Joan Jester
 Allen Smith
 Darren Medders
 Michael Logan
 Neil Springborn

MEMBERS ABSENT: Deborah Jones

ALSO PRESENT: Kameron Good, Senior Planner
 Christina Ryans-Huffer, Recording Secretary
 Robert Burns, Planner I
 Garrett Lam, Assistant City Attorney
 Dewayne Burk, Deputy City Manager
 Kim McConnell, Lawton Constitution

The meeting has established a quorum and was posted according to the Oklahoma Open Meeting Act, 25 O.S. 301-314.

OLD BUSINESS

None

NEW BUSINESS

1. **Consider approving the minutes from the regular scheduled meeting from December 12, 2024.**

Motion by Smith Second by Medders to approve the minutes from the regular scheduled meeting from December 12, 2024 as written **Aye:** Busse, Jarvis, Jester, Smith, Medders, Logan, Springborn, Denham **Nay:** None **Motion Passed 8-0**

2. **Hold a public hearing and consider an ordinance and resolution, requested administratively, to amend the 2030 Land Use Plan, change the zoning, and request a Use Permitted on Review for property located at 8902 SW 11th Street aka the City's landfill and take appropriate action as deemed necessary.**

Good stated this is an administrative request as you just stated, for the Landfill. This area was annexed into the City in three separate pieces, one in 1981, one in 2002, and the most recent in 2024. This is a little housekeeping to fix the zoning because they all have Temporary A-1 listed on them. The map provided to you shows 3(three) separate tracts that we'll be re-zoning and this is a re-zoning to the Industrial I-4 with a Use Permitted on Review which is where Code specifically lists the garbage disposal, trash, plant, junkyard, salvage yards as a Use Permitted on Review in the I-4. This is some housekeeping to get these is compliance with the ones that were previously annexed and the newest one that was just annexed. This was noticed to 9 (nine) property owners within 300 feet on December 16, 2024 and posted in the Lawton Constitution on December 22, 2024. We received no phone calls for or against this.

Denham asked any questions for Kameron? At this time, I will go ahead and declare the Public hearing open anybody like to speak for or against this item please approach the podium. Seeing no one approach I'll close the Public hearing.

Motion by Jarvis, Second by Logan to recommend the City Council to approve an ordinance and resolution, requested administratively, to amend the 2030 Land Use Plan, change the zoning, and request a Use Permitted on Review for property located at 8902 SW 11th Street aka the City's landfill **Aye:** Jarvis, Jester, Smith, Medders, Logan Springborn, Denham, Busse **Nay:** None **Motion Passed 8-0**

Commissioner's Reports or Comments

Denham stated I want to wish everybody a Happy New Year and do great things.

Secretary's Report

Kameron stated we had an item that went to Council on Tuesday, a couple of different items, the construction plat for the re-approval for Oak Ridge at 67th and Bishop was approved, the waterline construction for the Marie Detty the off-site water line for that was approved and then we had the re-zoning request for Prairie Acres at 67th and Bishop which the Council decided to only approve the RE section of that and not the A-2 re-zoning. So, they only approved a portion of it. So, that went from Agriculture A-1 to RE and not the request from A-1 to A-2. We will be coming back to the drawing board for that section with the Developers. They will still get to move forward with their Phase One of their Plat and that will be coming back to you shortly.

Springborn stated I want to give a very heartfelt thanks to the Lawton Fire Department for helping my family 2 nights ago. I am thoroughly impressed on how these guys worked, how friendly they are, how helpful they are. The extreme kindness and amazing professionalism is above any reproach.

Audience Participation

None

Adjournment

Motion by Jarvis, Second by Logan to adjourn the meeting **Aye:** Jester, Smith, Medders, Logan, Springborn, Denham, Busse, Jarvis **Nay:** None **Motion Passed 8-0**

With no further business meeting was adjourned at 1:39 pm.

These meeting minutes were approved by the CPC members at their meeting on

_____.

David Denham

Chairman

City Planning Commission

DRAFT



City of Lawton

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

Commentary

File #: 25-0034

Agenda Date: 1/28/2025

Agenda No: 23.

ITEM TITLE:

Hold a public hearing and consider an ordinance, requested administratively, to change the zoning and a request for a Use Permitted on Review for property located at 8902 SW 11th Street (aka the City's landfill) and take appropriate action as deemed necessary.

INITIATOR: Christy James, Planning Director

STAFF INFORMATION SOURCE: Kameron Good, Senior Planner

BACKGROUND: This is an administrative request for a change of zoning of Tract 1 and Tract 2 from A-1 General Agriculture District to I-4 Heavy Industrial District zoning classification; a change of zoning of Tract 3 from Temporary I-4 Heavy Industrial District to I-4 Heavy Industrial District zoning classification; and a Use Permitted on Review to allow a trash and garbage disposal plant/junkyard or salvage yard upon Tracts 1, 2 and 3. The three tracts are more particularly described below and depicted on the location map.

Tract 1 was annexed into the City of Lawton in 1981, Tract 2 in 2002, and Tract 3 in 2024.

Per City Code Section 18-6-17-681, disposal plants of all types, including trash and garbage/junkyard or salvage yard of any kind are not uses that are outright allowed within an I-4, Heavy Industrial District, but are allowed as Uses Permitted on Review. Therefore, this agenda item is to also approve a Use Permitted on Review upon Tracts 1, 2 and 3.

The Notice of Public Hearing was mailed to 9 owners of property within 300 feet of the requested area on December 16, 2024, and proper notice was published in The Lawton Constitution on December 22, 2024.

The City Planning Commission held a public hearing on January 16, 2025 and recommended, 8-0, approval of an ordinance, requested administratively, to change the zoning and approval of the Use Permitted on Review for property located at 8902 SW 11th Street, aka the City's landfill.

Tract 1

All of the Southwest Quarter (SW/4) of Section Thirty (30), Township One (1) North, Range Eleven (11) West, Indian Meridian, situated in Comanche County, Oklahoma according to the U.S. Government Survey; except the West Fifty (50) feet of the Southwest Quarter (SW/4) of Section Thirty (30), Township One (1) North, Range Eleven (11) West, Indian Meridian, situated in Comanche County, Oklahoma according to the U.S. Government Survey thereof, containing 160 acres, more or less;

Tract 2

A parcel of property located in Section Thirty-One (31), Township One (1) North, Range Eleven (11) West, Indian Meridian, situated in Comanche County, Oklahoma according to the U.S. Government Survey, more particularly described as beginning at the Northeast corner (NE/c) of the Northeast Quarter (NE/4); Thence South thirty-three (33) feet along the East section line; Thence West and parallel to the North line of Section Thirty-One (31) to a point thirty-three (33) feet South of the Northwest corner (NW/c) of the Northeast Quarter

(NE/4) of Section Thirty-One (31); Thence South along the quarter line to the center of Section Thirty-One (31); Thence East along the South line of the Northeast Quarter (NE/4) to a point ten (10) feet West of the West boundary of the railroad right-of-way; Thence Southwesterly, parallel to and ten (10) feet West of the West boundary of the railroad right-of-way a distance of one thousand fourteen (1014) feet; Thence West and parallel to the South line of Section Thirty-One (31) to a point seventy-five (75) feet from the West line of Section Thirty-One (31), this point being on the East boundary of an easement conveyed to the City of Geronimo, filed July 20, 2011 in Book 3626, Page 67 in the records of the Comanche County Clerk's Office; Thence North, parallel to and seventy-five (75) feet from the West line of Section Thirty-One (31) to a point eighty-three (83) feet south of the North line of Section Thirty-One (31); Thence East and parallel to the North line of Section Thirty-One (31) a distance of twenty-five (25) feet; Thence North and parallel to the West line of Section Thirty-One (31) a distance of fifty (50) feet; Thence West and parallel to the North line of Section Thirty-One (31) to the West line of Section Thirty-One (31); Thence North along the section line to the Northwest corner (NW/c) of Section Thirty-One (31); Thence East along the North line of Section Thirty-One (31) to the point of beginning, point being the Northeast corner (NE/c) of Section Thirty-One (31), containing 215 acres, more or less; and

Tract 3

All of the Southeast Quarter (SE/4) of Section Thirty (30), Township One (1) North, Range Eleven (11) West, Indian Meridian, situated in Comanche County, Oklahoma according to the U.S. Government Survey thereof, containing 160 acres, more or less.

EXHIBIT: Ordinance 25-__

Location Map

Mailing Notice

Newspaper Notice

CPC Minutes 1-16-2025

KEY ISSUES: N/A

FUNDING SOURCE: N/A

CPC RECOMMENDED COUNCIL ACTION: Approve an ordinance to change the zoning, and a request for a Use Permitted on Review for property located at 8902 SW 11th Street (aka the City's landfill) and take appropriate action as deemed necessary.

ORDINANCE NO. 2025-___

AN ORDINANCE CHANGING THE EXISTING ZONING CLASSIFICATION FROM THE A-1 GENERAL AGRICULTURE DISTRICT TO I-4 HEAVY INDUSTRIAL DISTRICT ZONING CLASSIFICATION ON THE TRACTS OF LAND WHICH ARE HEREINAFTER MORE PARTICULARLY DESCRIBED IN SECTION ONE (1); AND TEMPORARY I-4 HEAVY INDUSTRIAL DISTRICT TO I-4 HEAVY INDUSTRIAL DISTRICT ZONING CLASSIFICATION ON THE TRACT OF LAND WHICH IS HEREINAFTER MORE PARTICULARLY DESCRIBED IN SECTION TWO (2) HEREOF;

WHEREAS, the zoning changes to be made by this ordinance have been recommended for approval 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:

All of the Southwest Quarter (SW/4) of Section Thirty (30), Township One (1) North, Range Eleven (11) West, Indian Meridian, situated in Comanche County, Oklahoma according to the U.S. Government Survey; except the West Fifty (50) feet of the Southwest Quarter (SW/4) of Section Thirty (30), Township One (1) North, Range Eleven (11) West, Indian Meridian, situated in Comanche County, Oklahoma according to the U.S. Government Survey thereof, containing 160 acres, more or less; and

A parcel of property located in Section Thirty-One (31), Township One (1) North, Range Eleven (11) West, Indian Meridian, situated in Comanche County, Oklahoma according to the U.S. Government Survey, more particularly described as beginning at the Northeast corner (NE/c) of the Northeast Quarter (NE/4); Thence South thirty-three (33) feet along the East section line; Thence West and parallel to the North line of Section Thirty-One (31) to a point thirty-three (33) feet South of the Northwest corner (NW/c) of the Northeast Quarter (NE/4) of Section Thirty-One (31); Thence South along the quarter line to the center of Section Thirty-One (31); Thence East along the South line of the Northeast Quarter (NE/4) to a point ten (10) feet West of the West boundary of the railroad right-of-way; Thence Southwesterly, parallel to and ten (10) feet West of the West boundary of the railroad right-of-way a distance of one thousand fourteen (1014) feet; Thence West and parallel to the South line of Section Thirty-One (31) to a point seventy-five (75) feet from the West line of Section Thirty-One (31), this point being on the East boundary of an easement conveyed to the City of Geronimo, filed July 20, 2011 in Book 3626, Page 67 in the records of the Comanche County Clerk's Office; Thence North, parallel to and seventy-five (75) feet from the West line of Section Thirty-One (31) to a point eighty-three (83) feet south of the North line of Section Thirty-One (31); Thence East and parallel to the North line of Section Thirty-One (31) a distance of twenty-five (25) feet; Thence North and parallel to the West line of Section Thirty-One (31) a distance of fifty (50) feet; Thence West and parallel to the North line of Section Thirty-One (31) to the West line of Section Thirty-One (31); Thence North along the section line to the Northwest corner (NW/c) of Section Thirty-One (31); Thence East along the North line of Section Thirty-One (31) to the point of beginning, point being the Northeast corner (NE/c) of Section Thirty-One (31), containing 215 acres, more or less,

be and the same hereby is changed from the existing classification of the A-1 General Agriculture District to I-4 Heavy Industrial District zoning classification.

SECTION 2. The following described tract of land, to-wit:

All of the Southeast Quarter (SE/4) of Section Thirty (30), Township One (1) North, Range Eleven (11) West, Indian Meridian, situated in Comanche County, Oklahoma according to the U.S. Government Survey thereof, containing 160 acres, more or less,

be and the same hereby is changed from the existing classification of the Temporary I-4 Heavy Industrial District to I-4 Heavy Industrial District zoning classification.

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 28th day of January, 2025.

STANLEY BOOKER, MAYOR

ATTEST:

DONALYNN BLAZEK-SCHERLER, CITY CLERK

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

JOHN R ANDREW, CITY ATTORNEY

ORDINANCE NO. 2025-_____

AN ORDINANCE CHANGING THE EXISTING ZONING CLASSIFICATION FROM THE A-1 GENERAL AGRICULTURE DISTRICT TO I-4 HEAVY INDUSTRIAL DISTRICT ZONING CLASSIFICATION ON THE TRACTS OF LAND WHICH ARE HEREINAFTER MORE PARTICULARLY DESCRIBED IN SECTION ONE (1); AND TEMPORARY I-4 HEAVY INDUSTRIAL DISTRICT TO I-4 HEAVY INDUSTRIAL DISTRICT ZONING CLASSIFICATION ON THE TRACT OF LAND WHICH IS HEREINAFTER MORE PARTICULARLY DESCRIBED IN SECTION TWO (2) HEREOF;

Brief Gist

This ordinance changes the zoning classification of the property located at 8902 SW 11th Street, Lawton, OK 73505, aka the City's landfill, from A-1 General Agriculture District and Temporary I-4 Heavy Industrial District to I-4 Heavy Industrial District zoning classification. The City of Lawton is administratively requesting this change that includes approximately 535 acres. The City Planning Commission held a public hearing on January 16, 2025, and recommended approval to the request.

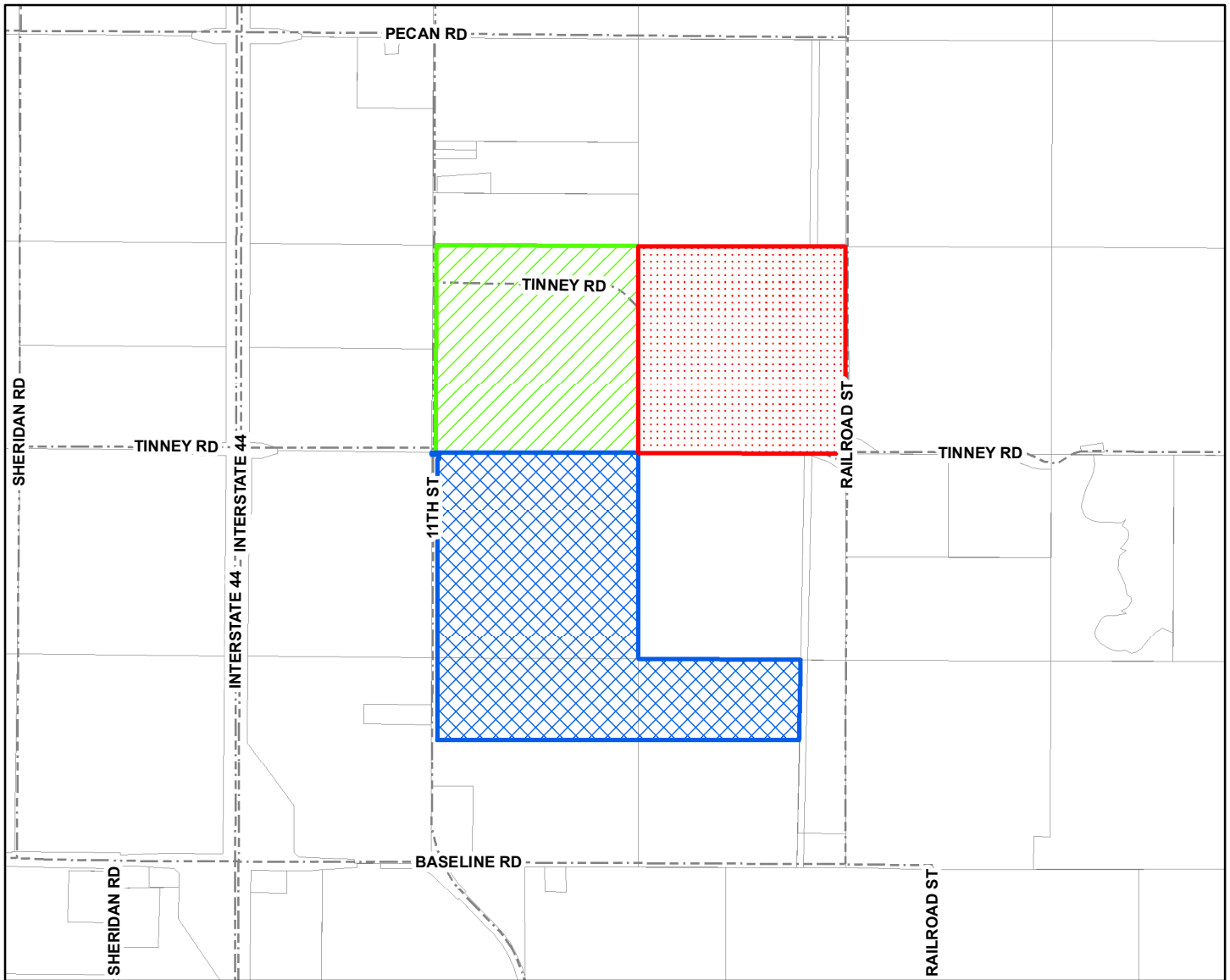
PASSED and APPROVED by the Council of the City of Lawton, Oklahoma, this 28th day of January, 2025.

STANLEY BOOKER, MAYOR

ATTEST:

DONALYNN BLAZEK-SCHERLER, CITY CLERK

(Published in *The Lawton Constitution* this _____ day of _____, 2025.)







REQUEST FOR REZONING, USE PERMITTED ON REVIEW AND AN AMENDMENT TO 2030 LAND USE PLAN

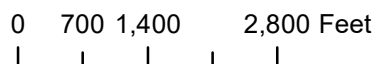
The City of Lawton desires to administratively amend the 2030 Land Use Plan, change of zoning, and request a Use Permitted on Review for property located at 8902 SW 11th Street aka the City's landfill.

Tract 3 described below as part of the Industrial land use classification; a change of zoning of Tract 1 and Tract 2 described below from A-1 General Agriculture District to I-4 Heavy Industrial District zoning classification; a change of zoning of Tract 3 described below from Temporary I-4 Heavy Industrial District to I-4 Heavy Industrial District zoning classification; and a Use Permitted on Review to allow a trash and garbage disposal plant/junkyard or salvage yard upon Tracts 1, 2 and 3.

Tracts 1, 2 and 3 are more particularly described in the attached notice.

Legend

-  Tract 3
-  Tract 2
-  Tract 1
-  Street Centerline





CITY OF LAWTON
PLANNING DEPARTMENT
212 SW 9th Street, Lawton, Oklahoma 73501
(580) 581-3375 • www.lawtonok.gov

December 16, 2024

NOTICE OF PUBLIC HEARING ON AN AMENDMENT TO THE LAND USE PLAN,
A REZONING REQUEST, AND A USE PERMITTED ON REVIEW

The City of Lawton desires to administratively amend the 2030 Land Use Plan, change of zoning, and request a Use Permitted on Review for property located at 8902 SW 11th Street aka the City's landfill. The City Planning Commission (CPC) and City Council (CC) will conduct public hearings to review these requests.

The City Planning Commission will conduct a public hearing at 1:30 p.m. on the 16th day of January, 2025, and the Lawton City Council will conduct a public hearing at 6:00 p.m. on the 28th day of January, 2025, both hearings will be held in the Wayne Gilley Auditorium, City Hall, 212 SW 9th Street, Lawton, Oklahoma. The CPC and CC will review the requests for an amendment to the 2030 Land Use Plan to include Tract 3 described below as part of the Industrial land use classification; a change of zoning of Tract 1 and Tract 2 described below from A-1 General Agriculture District to I-4 Heavy Industrial District zoning classification; a change of zoning of Tract 3 described below from Temporary I-4 Heavy Industrial District to I-4 Heavy Industrial District zoning classification; and a Use Permitted on Review to allow a trash and garbage disposal plant/junkyard or salvage yard upon Tracts 1, 2 and 3 described below:

Tract 1

All of the Southwest Quarter (SW/4) of Section Thirty (30), Township One (1) North, Range Eleven (11) West, Indian Meridian, situated in Comanche County, Oklahoma according to the U.S. Government Survey; except the West Fifty (50) feet of the Southwest Quarter (SW/4) of Section Thirty (30), Township One (1) North, Range Eleven (11) West, Indian Meridian, situated in Comanche County, Oklahoma according to the U.S. Government Survey thereof, containing 160 acres, more or less;

Tract 2

A parcel of property located in Section Thirty-One (31), Township One (1) North, Range Eleven (11) West, Indian Meridian, situated in Comanche County, Oklahoma according to the U.S. Government Survey, more particularly described as beginning at the Northeast corner (NE/c) of the Northeast Quarter (NE/4); Thence South thirty-three (33) feet along the East section line; Thence West and parallel to the North line of Section Thirty-One (31) to a point thirty-three (33) feet South of the Northwest corner (NW/c) of the Northeast Quarter (NE/4) of Section Thirty-One (31); Thence South along the quarter line to the center of Section Thirty-One (31); Thence East along the South line of the Northeast Quarter (NE/4) to a point ten (10) feet West of the West boundary of the railroad right-of-way; Thence Southwesterly, parallel to and ten (10) feet West of the West boundary of the railroad right-of-way a distance of one thousand fourteen (1014) feet; Thence West and parallel to the South line of Section Thirty-One (31) to a point seventy-five (75) feet from the West line of

Section Thirty-One (31), this point being on the East boundary of an easement conveyed to the City of Geronimo, filed July 20, 2011 in Book 3626, Page 67 in the records of the Comanche County Clerk's Office; Thence North, parallel to and seventy-five (75) feet from the West line of Section Thirty-One (31) to a point eighty-three (83) feet south of the North line of Section Thirty-One (31); Thence East and parallel to the North line of Section Thirty-One (31) a distance of twenty-five (25) feet; Thence North and parallel to the West line of Section Thirty-One (31) a distance of fifty (50) feet; Thence West and parallel to the North line of Section Thirty-One (31) to the West line of Section Thirty-One (31); Thence North along the section line to the Northwest corner (NW/c) of Section Thirty-One (31); Thence East along the North line of Section Thirty-One (31) to the point of beginning, point being the Northeast corner (NE/c) of Section Thirty-One (31), containing 215 acres, more or less; and

Tract 3

All of the Southeast Quarter (SE/4) of Section Thirty (30), Township One (1) North, Range Eleven (11) West, Indian Meridian, situated in Comanche County, Oklahoma according to the U.S. Government Survey thereof, containing 160 acres, more or less,

The above-described properties are shown on the attached map as the "Requested Area." You are being notified of the public hearings because your property is within 300 feet of the property included in the requests. If you desire to make a statement for or against said amendment to the 2030 Land Use Plan, change of zoning, and/or Use Permitted on Review, you are invited to appear in person, by petition, or by attorney to so state your position to the CPC and/or CC on the above dates.

The CPC will forward a recommendation for approval or disapproval of the requests to the Lawton City Council. If you have any questions regarding this notice, please call the Planning Department at (580) 581-3375.

CITY PLANNING COMMISSION


CHRISTINE JAMES, SECRETARY

Attachment – Map

CITY OF LAWTON, OKLAHOMA


DONALYNN BLAZEK-SCHERLER, CITY CLERK



NOTICE OF PUBLIC HEARING

Notice is hereby given pursuant to Title 11, Oklahoma State Statutes, and Sections 18-1-1-113 and 18-1-1-114, Chapter 18, Lawton City Code, 2015, that the City Planning Commission will conduct a public hearing at 1:30 p.m. on the 16th day of January, 2025, and the Lawton City Council will conduct a public hearing at 6:00 p.m. on the 28th day of January, 2025, both hearings will be held in the Wayne Gilley Auditorium, City Hall, 212 SW 9th Street, Lawton, Oklahoma, for the following purpose:

To consider an amendment to the 2030 Land Use Plan to include Tract 3 described below as part of the Industrial land use classification; a change of zoning of Tract 1 and Tract 2 described below from A-1 General Agriculture District to I-4 Heavy Industrial District zoning classification; a change of zoning of Tract 3 described below from Temporary I-4 Heavy Industrial District to I-4 Heavy Industrial District zoning classification; and a Use Permitted on Review to allow a trash and garbage disposal plant/junkyard or salvage yard upon Tracts 1, 2 and 3 described below:

Tract 1

All of the Southwest Quarter (SW/4) of Section Thirty (30), Township One (1) North, Range Eleven (11) West, Indian Meridian, situated in Comanche County, Oklahoma according to the U.S. Government Survey; except the West Fifty (50) feet of the Southwest Quarter (SW/4) of Section Thirty (30), Township One (1) North, Range Eleven (11) West, Indian Meridian, situated in Comanche County, Oklahoma according to the U.S. Government Survey thereof, containing 160 acres, more or less;

Tract 2

A parcel of property located in Section Thirty-One (31), Township One (1) North, Range Eleven (11) West, Indian Meridian, situated in Comanche County, Oklahoma according to the U.S. Government Survey, more particularly described as beginning at the Northeast corner (NE/c) of the Northeast Quarter (NE/4); Thence South thirty-three (33) feet along the East section line; Thence West and parallel to the North line of Section Thirty-One (31) to a point thirty-three (33) feet South of the Northwest corner (NW/c) of the Northeast Quarter (NE/4) of Section Thirty-One (31); Thence South along the quarter line to the center of Section Thirty-One (31); Thence East along the South line of the Northeast Quarter (NE/4) to a point ten (10) feet West of the West boundary of the railroad right-of-way; Thence Southwesterly, parallel to and ten (10) feet West of the West boundary of the railroad right-of-way a distance of one thousand fourteen (1014) feet; Thence West and parallel to the South line of Section Thirty-One (31) to a point seventy-five (75) feet from the West line of Section Thirty-One (31), this point being on the East boundary of an easement conveyed to the City of Geronimo, filed July 20, 2011 in Book 3626, Page 67 in the records of the Comanche County Clerk's Office; Thence North, parallel to and seventy-five (75) feet from the West line of Section Thirty-One (31) to a point eighty-three (83) feet south of the North line of Section Thirty-One (31); Thence East and parallel to the

North line of Section Thirty-One (31) a distance of twenty-five (25) feet; Thence North and parallel to the West line of Section Thirty-One (31) a distance of fifty (50) feet; Thence West and parallel to the North line of Section Thirty-One (31) to the West line of Section Thirty-One (31); Thence North along the section line to the Northwest corner (NW/c) of Section Thirty-One (31); Thence East along the North line of Section Thirty-One (31) to the point of beginning, point being the Northeast corner (NE/c) of Section Thirty-One (31), containing 215 acres, more or less; and

Tract 3

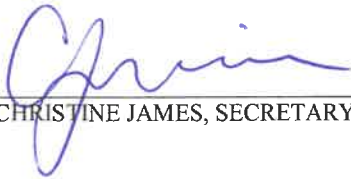
All of the Southeast Quarter (SE/4) of Section Thirty (30), Township One (1) North, Range Eleven (11) West, Indian Meridian, situated in Comanche County, Oklahoma according to the U.S. Government Survey thereof, containing 160 acres, more or less,

(located at 8902 SW 11th Street aka City's landfill)

Said changes are being requested administratively.

Any parties having an interest and any citizens desiring to be heard shall be afforded an opportunity to be heard at said public hearings.

CITY PLANNING COMMISSION



CHRISTINE JAMES, SECRETARY

CITY OF LAWTON, OKLAHOMA



DONALYNN BLAZEK-SCHERLER, CITY CLERK

(Published in *The Lawton Constitution* this 22nd day of December, 2024.)



CITY PLANNING COMMISSION

WAYNE GILLEY AUDITORIUM

January 16, 2025

Minutes of the City Planning Commission meeting held January 16, 2025, in the Wayne Gilley 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 1:32 p.m. by David Denham.

ROLL CALL

MEMBERS PRESENT David Denham
 Melissa Busse
 Ron Jarvis
 Joan Jester
 Allen Smith
 Darren Medders
 Michael Logan
 Neil Springborn

MEMBERS ABSENT: Deborah Jones

ALSO PRESENT: Kameron Good, Senior Planner
 Christina Ryans-Huffer, Recording Secretary
 Robert Burns, Planner I
 Garrett Lam, Assistant City Attorney
 Dewayne Burk, Deputy City Manager
 Kim McConnell, Lawton Constitution

The meeting has established a quorum and was posted according to the Oklahoma Open Meeting Act, 25 O.S. 301-314.

OLD BUSINESS

None

NEW BUSINESS

1. **Consider approving the minutes from the regular scheduled meeting from December 12, 2024.**

Motion by Smith Second by Medders to approve the minutes from the regular scheduled meeting from December 12, 2024 as written **Aye:** Busse, Jarvis, Jester, Smith, Medders, Logan, Springborn, Denham **Nay:** None **Motion Passed 8-0**

2. **Hold a public hearing and consider an ordinance and resolution, requested administratively, to amend the 2030 Land Use Plan, change the zoning, and request a Use Permitted on Review for property located at 8902 SW 11th Street aka the City's landfill and take appropriate action as deemed necessary.**

Good stated this is an administrative request as you just stated, for the Landfill. This area was annexed into the City in three separate pieces, one in 1981, one in 2002, and the most recent in 2024. This is a little housekeeping to fix the zoning because they all have Temporary A-1 listed on them. The map provided to you shows 3(three) separate tracts that we'll be re-zoning and this is a re-zoning to the Industrial I-4 with a Use Permitted on Review which is where Code specifically lists the garbage disposal, trash, plant, junkyard, salvage yards as a Use Permitted on Review in the I-4. This is some housekeeping to get these is compliance with the ones that were previously annexed and the newest one that was just annexed. This was noticed to 9 (nine) property owners within 300 feet on December 16, 2024 and posted in the Lawton Constitution on December 22, 2024. We received no phone calls for or against this.

Denham asked any questions for Kameron? At this time, I will go ahead and declare the Public hearing open anybody like to speak for or against this item please approach the podium. Seeing no one approach I'll close the Public hearing.

Motion by Jarvis, Second by Logan to recommend the City Council to approve an ordinance and resolution, requested administratively, to amend the 2030 Land Use Plan, change the zoning, and request a Use Permitted on Review for property located at 8902 SW 11th Street aka the City's landfill **Aye:** Jarvis, Jester, Smith, Medders, Logan Springborn, Denham, Busse **Nay:** None **Motion Passed 8-0**

Commissioner's Reports or Comments

Denham stated I want to wish everybody a Happy New Year and do great things.

Secretary's Report

Kameron stated we had an item that went to Council on Tuesday, a couple of different items, the construction plat for the re-approval for Oak Ridge at 67th and Bishop was approved, the waterline construction for the Marie Detty the off-site water line for that was approved and then we had the re-zoning request for Prairie Acres at 67th and Bishop which the Council decided to only approve the RE section of that and not the A-2 re-zoning. So, they only approved a portion of it. So, that went from Agriculture A-1 to RE and not the request from A-1 to A-2. We will be coming back to the drawing board for that section with the Developers. They will still get to move forward with their Phase One of their Plat and that will be coming back to you shortly.

Springborn stated I want to give a very heartfelt thanks to the Lawton Fire Department for helping my family 2 nights ago. I am thoroughly impressed on how these guys worked, how friendly they are, how helpful they are. The extreme kindness and amazing professionalism is above any reproach.

Audience Participation

None

Adjournment

Motion by Jarvis, Second by Logan to adjourn the meeting **Aye:** Jester, Smith, Medders, Logan, Springborn, Denham, Busse, Jarvis **Nay:** None **Motion Passed 8-0**

With no further business meeting was adjourned at 1:39 pm.

These meeting minutes were approved by the CPC members at their meeting on

_____.

David Denham

Chairman

City Planning Commission

DRAFT



City of Lawton

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

Commentary

File #: 25-0023

Agenda Date: 1/28/2025

Agenda No: 24.

ITEM TITLE:

Receive a briefing on the Pavement Maintenance Program Guide to be implemented by the Public Works Department, and take any action deemed necessary.

INITIATOR: Michael Watrous, Public Works Director

STAFF INFORMATION SOURCE: Michael Watrous, Public Works Director

BACKGROUND: A Pavement Maintenance Guide was requested by the Council in September of 2023. Over the last year it has been created and is ready to be published and implemented. This is only a guide meant to steer activities as it relates to pavement maintenance and repair. A policy is currently in draft form, being reviewed by the Streets, Roads and Bridges committee, that is directive in nature. Separating the guide and policy allows the guide to be revised easier as the program matures, while still providing a standard for city staff to meet and follow.

EXHIBIT: Pavement Maintenance Guide

KEY ISSUES: N/A

FUNDING SOURCE: N/A

STAFF RECOMMENDED COUNCIL ACTION: Receive a briefing on the Pavement Maintenance Program Guide to be implemented by the Public Works Department, and take any action deemed necessary.

CITY OF LAWTON

PAVEMENT MAINTENANCE PROGRAM GUIDE



Mayor Stanley Booker

City Manager John Ratliff

Ward 1 Mary Ann Hankins

Ward 5 Allan Hampton

Ward 2 Kelly Harris

Ward 6 Dr. Robert Weger

Ward 3 Linda Chapman

Ward 7 Onreka Johnson

Ward 4 George Gill

Ward 8 Randy Warren





Welcome to the City of Lawton's Pavement Maintenance Program – your comprehensive guide to the ongoing efforts to preserve and improve the City of Lawton’s transportation network. At the heart of our mission is the commitment to providing safe, reliable, and efficient transportation infrastructure for all who call Lawton home.

In the bustling heart of Southwest Oklahoma, Lawton is a vibrant and growing community that prides itself on its rich history, diverse culture, and strong sense of community. We understand that well-maintained streets, roads and bridges are vital to our daily lives, connecting us to our workplaces, schools, shopping centers, parks, and neighborhoods. Thus, the City of Lawton is dedicated to ensuring our roadways remain in excellent condition to enhance safety, mobility, and the overall quality of life for our residents and visitors.

This program embodies key True North Culture principles such as Transparency and Trust, Efficiency, and a Commitment to Excellence. Serving as an introduction to our Pavement Maintenance Program, this document outlines our strategies for addressing various pavement issues, from routine maintenance to significant rehabilitation projects. We value open communication and community involvement, and this guide is designed to keep you informed about our ongoing initiatives.

As we embark on this journey to sustain and enhance our infrastructure, we invite you to be an active participant in our shared responsibility for maintaining Lawton's roadways. Your feedback, suggestions, and support are essential to our success, and we encourage you to get involved and stay engaged with our pavement maintenance initiatives. Together, we can ensure that Lawton continues to be a place where the streets are safe and reliable.

Aligned with our pursuit of excellence, we are committed to benchmarking against our peer cities, fostering a culture that is open for business and business progressive. Your partnership is invaluable as we work together to make Lawton an even better place to live, work, and play. We eagerly anticipate the road ahead, filled with collaboration, innovation, and an unwavering commitment to excellence.

Welcome to the journey.

Sincerely,

Stanley Booker
Mayor, City of Lawton



City of Lawton Pavement Maintenance Program Guide

TABLE OF CONTENTS

TABLE OF CONTENTS	i
List of tables	iv
ABBREVIATIONS	v
INTRODUCTION	43
PROGRAM OVERVIEW	43
1. PAVEMENT ASSESSMENT	43
1.1 Measure Pavement Thickness	44
1.2 Material Properties	44
1.3 Load-Bearing Capacity	44
1.4 Pavement Condition Indices (PCI)	44
1.5 Visual Appearance	44
2. MAINTENANCE STRATEGIES	47
Routine Maintenance	47
Preventative Maintenance	47
Rehabilitation and Reconstruction	47
2.1 Routine Pavement Maintenance	48
2.2 Preventive Maintenance	49
2.3 Surface Treatments	Error! Bookmark not defined.
2.4 Localized and Joint Rehabilitation	51
2.5 Progressively Thicker Overlays (ACC)	52
2.6 Panel Replacement (PCC)	52
3. ROADWAY SEGMENT SELECTION AND PRIORITIZATION	53
3.1 Priority Areas	55
4. PROJECT IMPLEMENTATION	56
5. QUICK TURN-AROUND ON SMALL-SCALE PLANS:	57
6. CONSTRUCTION MANAGEMENT:	57
6.1 Quality Assurance (QA)	58
6.2 City of Lawton Construction Standards	Error! Bookmark not defined.



6.2.1	Materials and Specifications:.....	58
6.2.2	Tack Coat.....	58
6.2.3	Concrete Pavement:	59
6.2.4	Classes of Concrete	60
6.2.5	Cement Substitution	61
6.2.6	PCC Fine Aggregate	61
6.2.7	PCC Coarse Aggregate.....	62
6.2.8	Construction Practices:	63
6.2.9	Quality Assurance and Testing:.....	64
6.3	Striping	64
6.3.1	Traffic Stripe Paint- Acrylic Waterborne	64
6.3.2	Traffic Strip (Thermoplastic)	67
6.3.3	Traffic Stripe (Multi-Polymer)	70
6.3.4	Permanent Pavement Marking Tape	75
6.3.5	Removable Pavement Marking Tape	75
6.3.6	Non-Removable Temporary Pavement Marking Tape	76
6.3.7	Construction Zone Pavement Markings.....	76
7.	CYCLICAL, ROUTINE, AND TYPICAL MAINTENANCE OPERATIONS:	77
7.1	Pothole Repairs	77
7.1.1	Primary Materials used for Patching.....	77
7.1.2	Spring Patching	77
7.1.3	Winter Patching	77
7.1.4	Throw and Roll	78
7.1.5	Semi-Permanent Patches.....	78
7.1.6	Spray Injection	79
7.1.7	Edge Seal	79
7.1.8	Partial-Depth Repairs PCC.....	79
7.2	Pavement Crack Sealing	80
7.3	Monitoring and Updating PCI Ratings	81
7.4	Diamond Grinding Concrete Pavement	81
8.	COMMUNITY ENGAGEMENT	83
9.	SAFETY AND TRAFFIC MANAGEMENT	83



10.	PERFORMANCE METRICS AND REPORTING	83
11.	FUNDING AND BUDGET ALLOCATION	85



List of Tables

Table 1 Values and recommendations from the IMS Pavement Management Report 2023.	47
Table 2 Pavement Condition Index values from the IMS Pavement Management Report 2023.	56
Table 3: Tack Application Rates, Values from ODOT specs 2019	59
Table 4: Concrete Classes, Values from the ODOT Specs 2019	60
Table 5: Concrete Classes Values from the ODOT Specs 2019	61
Table 6: Cement Substitutes, Values from ODOT 2019.....	61
Table 7: Fine Aggregate Gradation, Values from ODOT Specs 2019	62
Table 8 : Coarse Aggregate Gradation, Values from ODOT Specs 2019	63
Table 9: Acrylic Waterborne composition, Values from ODOT specs 20	65
Table 10: Acrylic Waterborne Physical Properties, Values from ODOT Specs 2019	66
Table 11: Thermoplastic Composition, Values from ODOT Specs 2019.....	67
Table 12: Thermoplastic Specified Line thickness, Values from ODOT Specs 2019	69
Table 13: Minimum Retro-reflectivity, Values from ODOT Specs 2019	69
Table 14: Multi-Polymer Composition, Values from ODOT Specs 2019.....	71
Table 15: Multi-Polymer Minimum Mil Thickness PCC, Values from ODOT Specs 2019	73
Table 16: Multi-Polymer Minimum Mil Thickness ACC, Values from ODOT Specs 2019	74
Table 17: Multi-Polymer Minimum retro-reflectivity PCC, Values from ODOT Specs 2019	74
Table 18: Multi-Polymer Minimum retro-reflectivity ACC, Values from ODOT Specs 2019	74
Table 19: Pavement Maintenance KPI.....	84



ABBREVIATIONS

ACC	Asphaltic Cement Concrete
CIP	Capital Improvement plan
CRCP	Continuously Reinforced Concrete Pavement
JCPC	Jointed Plain Concrete Pavement
ODOT	Oklahoma Department of Transportation
PCC	Portland Cement Concrete
PCI	Pavement Condition Index



PAVEMENT MAINTENANCE PROGRAM

INTRODUCTION

The City of Lawton Municipal Pavement Maintenance Program aims to provide a comprehensive framework for preserving, enhancing, and effectively managing the city's transportation infrastructure. The primary objectives of this program are to extend the lifespan of pavements; improve the quality of the transportation network; and to minimize pavement life-cycle costs.

PROGRAM OVERVIEW

This program outlines the strategies, methodologies, and procedures that the City of Lawton will employ to maintain and improve the pavement infrastructure throughout the city. It encompasses a wide spectrum of activities, from routine maintenance to major rehabilitation efforts, and is designed to ensure that the City of Lawton's roadways remain safe, reliable, and conducive to community well-being. This program is largely borrowed from the Oklahoma Department of Transportation's (ODOT) "proven transportation improvement plan".

INCORPORATE ODOT'S "PROVEN TRANSPORTATION IMPROVEMENT PLAN"

Small-scale projects are grouped together based on work type or function. Plans, material quantities, and contracts are then developed based on the individual project groups.

1. PAVEMENT ASSESSMENT

- Data Collection

A critical component of effective pavement management is data collection. The City of Lawton will regularly gather data on pavement conditions, observable traffic volumes, and other relevant parameters to inform decision-making and prioritize maintenance efforts.

- Condition Evaluation

Pavement condition assessments will be conducted to determine the state of the city's roadways, in a methodological, unbiased, technical-based method. Furthermore, we plan to conduct additional pavement forensic analysis (as needed) to determine pavement condition and recommend appropriate pavement treatments. These evaluations will help us identify areas in need of maintenance, rehabilitation, or reconstruction.



- Maintaining the Data

Maintaining pavement data is critical to the long-term success of the management program. The City should establish a centralized, standardized digital database, such as the *Public Works network drive*, for storing and managing pavement condition data. This database will facilitate ongoing evaluation and updates of pavement conditions, ensuring consistency and usability over time.

If contracted services are utilized for data collection, deliverables must adhere to a pre-established, uniform format to avoid time-consuming transcription or data integration issues, especially since different contractors may be engaged for future evaluations.

The use of a reliable, industry-standard database tool is highly recommended to ensure scalability, compatibility, and efficiency in managing the City's pavement data.

Examples of forensic pavement analysis include:

1.1 Measure Pavement Thickness

Coring sections of the pavement can help identify the thickness of the pavement and the condition of the subgrade beyond a visual assessment of a roadway. Sections of areas to cored should be carefully selected, so as to avoid excessive coring of the pavement.

1.2 Material Properties

Laboratory testing of pavement materials, such as asphalt binder content, gradation, and strength, provides objective data on the quality and properties of the materials used in the pavement construction. These tests can indicate life expectancy of the pavement and can drive decision makers to recommend specific maintenance or reconstructions of roadways.

1.3 Load-Bearing Capacity

Objective calculations based on pavement structural design principles, considering the pavement layer properties and the expected traffic loads, provide insights into the pavement's load-bearing capacity.

1.4 Pavement Condition Indices (PCI)

PCI is a numerical value (on a 100-point scale) that quantifies the overall condition of a pavement based on the severity and extent of different distresses. Distresses include cracking, the type/shape of the pavement cracks, potholes, rutting/heaving, depressions, spalling, etc. It is a widely used objective criterion to compare and prioritize maintenance and rehabilitation strategies. This index is also a snapshot in a moment of time. Pavement PCI scores typically decrease over time and are evaluated periodically.

1.5 Visual Appearance

The visual appearance of pavement is an essential aspect of pavement maintenance policy, though it is inherently subjective. This component of the policy considers several factors, including color, texture, and



uniformity. While these elements do not directly affect the structural integrity or functionality of the pavement, they significantly influence public perception and satisfaction. An aesthetically pleasing pavement can enhance the overall appeal of the area, contributing to a positive image for the City of Lawton.

Factors Influencing Visual Appearance:

1. Color:

- **Consistency:** Uniform color across the pavement indicates well-maintained surfaces and proper construction practices. Variations in color may suggest patchwork repairs, wear and tear, or the use of varied materials.
- **Cleanliness:** A clean pavement free from stains, debris, and discoloration from spills or other contaminants contributes to a better visual appeal.

2. Texture:

- **Surface Smoothness:** A smooth surface without excessive roughness or irregularities indicates good quality and proper maintenance. Uneven texture can detract from visual appeal and suggest neglect or poor workmanship.

3. Uniformity:

- **Seamless Repairs:** When repairs are needed, the goal should be to blend them seamlessly with the existing pavement to avoid noticeable patches that can detract from the overall look.
- **Regular Maintenance:** Routine maintenance helps maintain uniformity by addressing small issues before they become large, noticeable problems. This includes sealing cracks, filling potholes, and repainting markings.

Benefits of Maintaining Good Visual Appearance:

1. Public Perception:

- A well-maintained and aesthetically pleasing pavement can enhance public trust and satisfaction with the city.
- It reflects positively on the community, suggesting a commitment to quality infrastructure and public well-being.

2. Safety and Usability:



- While visual appearance is subjective, it often correlates with safety and usability. For example, clear markings and a smooth surface improve driving conditions and pedestrian safety.
- A well-maintained appearance can reduce the likelihood of accidents caused by potholes, cracks, or uneven surfaces.

Implementation Strategies:

1. Regular Inspections:

- Conduct regular visual inspections to assess the color, texture, and uniformity of the pavement. Document any changes or issues that need addressing.
- Use these inspections to schedule routine cleaning, repairs, and maintenance tasks.

2. Maintenance Best Practices:

- Employ best practices for cleaning and maintaining pavements, including pressure washing, stain removal, and debris clearance.
- Use high-quality materials for repairs to ensure consistency in appearance and durability.
- Apply sealants and coatings to preserve color and texture and protect against environmental damage.

Key Differences Between Sealants and Coatings

Function

- **Sealants:** Primarily used for filling cracks and providing a protective barrier against water and contaminants.
- **Coatings:** Used to provide a new surface layer that enhances appearance, improves skid resistance, and protects against wear and UV damage.

Material Composition

- **Sealants:** Typically asphalt-based or rubberized materials.
- **Coatings:** Can be acrylic, epoxy, polyurethane, or modified bitumen-based



2. MAINTENANCE STRATEGIES

As the City of Lawton strives to maintain and improve its vital transportation infrastructure, the adoption of effective pavement maintenance strategies becomes paramount. This comprehensive exploration provides insights into preserving and enhancing road surfaces, ensuring prolonged service life and sustainable infrastructure. By navigating through routine preventive measures, advanced rehabilitation techniques, and the integration of technology, the guide aims to equip the city with the knowledge needed to make informed decisions. Addressing distress factors, leveraging innovative materials, and embracing emerging technologies, this resource serves as a valuable tool for Lawton's engineers, policymakers, and industry professionals. The goal is to establish a holistic framework that aligns with the city's evolving needs, fostering the creation of resilient road networks crucial for the well-being and prosperity of the community.

Routine Maintenance

Regular inspections, cleaning, and minor repairs will be carried out to prevent small issues from developing into major problems. This includes activities such as pothole patching and crack sealing.

Preventative Maintenance

Proactive measures, such as surface treatments and sealcoating, will be employed to extend the life of pavements and delay the need for more costly repairs.

Rehabilitation and Reconstruction

In cases where the pavement has significantly deteriorated, rehabilitation or reconstruction projects will be undertaken. These will involve more extensive efforts to restore roadways to optimal conditions or current design requirements.

RECOMMENDED MAINTENANCE OPERATIONS		
RECOMMENDED MAINTENANCE	PCI RANGE	
Routine Maintenance	85	100
Preventative Maintenance	80	85
Surface Treatments/ Localizes and Joint Rehabilitation	60	80
Progressively Thicker Overlays (ACC) Panel Replacement (PCC)	25	70
Partial to Full Reconstruction	0	40

Table 1 Values and recommendations from the IMS Pavement Management Report 2023.



2.1 Routine Pavement Maintenance

Is crucial for preserving the integrity and functionality of roadways. There are several categories of routine pavement maintenance that are typically implemented to address common issues and extend the lifespan of the pavement. These categories include:

1. Crack Sealing:

- *Purpose:* Prevents water infiltration and the expansion of cracks.
- *Description:* Sealing or filling cracks in the pavement surface to prevent the intrusion of water and the progression of cracks, reducing the risk of further damage.

2. Pothole Patching:

- *Purpose:* Repairs localized pavement failures.
- *Description:* Filling and patching holes or depressions in the pavement caused by traffic wear, freeze-thaw cycles, or other factors.

3. Surface Sealing/Overlay:

- *Purpose:* Restores surface integrity and provides a new wearing course.
- *Description:* Applying a thin layer of asphalt or other materials to the existing pavement surface to improve ride quality, skid resistance, and overall durability.

4. Routine Resurfacing:

- *Purpose:* Renews the pavement surface.
- *Description:* Applying a new layer of asphalt or other suitable material over the existing pavement to address surface distress and restore the road's smoothness.

5. Shoulder Maintenance:

- *Purpose:* Preserves road edge stability.
- *Description:* Repairing and maintaining the shoulder area to prevent erosion, improve drainage, and ensure the stability of the road edges.

6. Marking and Striping:

- *Purpose:* Enhances visibility and safety.
- *Description:* Repainting or refreshing road markings, crosswalks, and other pavement +`



7. **Vegetation Control:**

- *Purpose:* Prevents vegetation from causing pavement damage.
- *Description:* Managing and controlling the growth of vegetation along roadways to prevent root damage, cracking, and other issues caused by plant intrusion.

8. **Routine Cleaning:**

- *Purpose:* Removes debris and maintains drainage.
- *Description:* Regularly cleaning road surfaces to remove debris, leaves, and other materials that can impede drainage and contribute to pavement deterioration.

9. **Joint and Crack Maintenance:**

- *Purpose:* Addresses issues in pavement joints.
- *Description:* Maintaining and repairing joints between concrete slabs or cracks in asphalt to prevent further deterioration and ensure a smooth, continuous surface.

10. **Structural Repairs:**

- *Purpose:* Addresses more significant pavement damage.
- *Description:* Repairing or replacing sections of the pavement structure that have experienced extensive damage, such as base failures or subgrade issues.

11. **Bridge Deck Washing:**

- *Purpose:* To remove deicing salts and other debris to prevent corrosion and extend the lifespan of the bridge.
- *Description:* Washing and rinsing the deicing salt deposits from the bridge deck to prevent the corrosion of the concrete and steel components.

Implementing a comprehensive routine pavement maintenance program that includes these categories helps ensure the longevity, safety, and functionality of roadways. Regular assessments and timely maintenance interventions can significantly extend the life of the pavement infrastructure.

2.2 *Preventive Maintenance*

Preventative maintenance involves proactive measures to minimize deterioration and extend the life of the road surface. Here are common categories of preventative maintenance for pavements:



1. Sealcoating:

- *Purpose:* Protects against oxidation and water penetration.
- *Description:* Application of a thin layer of protective coating (usually a coal tar or asphalt emulsion) to the pavement surface to shield it from the effects of weathering, UV rays, and water infiltration.

2. Surface Treatment:

- *Purpose:* Enhances surface durability and skid resistance.
- *Description:* Applying a thin layer of bituminous material and aggregate to the pavement surface to seal cracks, improve surface texture, and extend the life of the pavement.

3. Crack Sealing and Filling:

- *Purpose:* Prevents water infiltration and stops cracks from spreading.
- *Description:* Sealing or filling cracks in the pavement to prevent moisture penetration and inhibit the expansion of cracks, reducing the likelihood of further damage.

4. Pavement Preservation:

- *Purpose:* Slows down the aging process and maintains pavement integrity.
- *Description:* A comprehensive approach that combines various treatments, such as sealcoating, crack sealing, and surface treatments, to preserve and extend the life of the pavement.

5. Chip Seal:

- *Purpose:* Seals the surface and improves skid resistance.
- *Description:* Placing a layer of asphalt emulsion on the pavement surface and covering it with aggregate, creating a sealed surface that protects against moisture and enhances skid resistance.

1. Joint and Crack Resealing:

- **Purpose:** Extends the life of joints and cracks.
- **Description:** Involves the removal of existing sealant material from joints and cracks in concrete pavement, followed by the application of new sealant. This helps prevent water infiltration and extends the life of the pavement.



6. Diamond Grinding:

- *Purpose:* Restores ride quality and corrects surface irregularities.
- *Description:* Grinding the pavement surface using diamond-tipped blades to remove irregularities, improve ride quality, and extend the life of the pavement.

Implementing preventative maintenance practices helps minimize the impact of aging and environmental factors on pavement, ensuring cost-effective and sustainable road infrastructure. Regular inspections and timely application of preventive measures are key to maximizing pavement longevity.

2.3 Localized and Joint Rehabilitation

1. Full-Depth Repair:

- **Purpose:** Addresses extensive pavement damage.
- **Description:** Involves the removal and replacement of the entire pavement section, including the subbase. This is used for areas with severe structural damage or base failure.

2. Partial-Depth Repair:

- **Purpose:** Addresses localized pavement distress.
- **Description:** Involves the removal and replacement of a portion of the pavement, typically down to the depth of the concrete or asphalt layer. It is used for specific areas with surface distress or localized damage.

3. Joint Sealing:

- **Purpose:** Preserves joints in concrete pavements.
- **Description:** Seals joints in concrete pavements to prevent water infiltration, reduce the risk of joint deterioration, and extend the life of the pavement.

4. Diamond Grinding:

- **Purpose:** Restores ride quality and corrects surface irregularities.
- **Description:** Uses diamond-tipped blades to grind the pavement surface, removing irregularities and improving ride quality. It is effective for smoothing out bumps, ruts, and other surface imperfections.

Implementing a combination of these surface treatments and localized/joint rehabilitation techniques is essential for maintaining a resilient and long-lasting pavement infrastructure. Regular assessments and timely interventions contribute to the overall effectiveness of pavement maintenance programs.



2.4 Progressively Thicker Overlays (ACC)

1. Thin Overlay:

- **Purpose:** Corrects surface irregularities and provides a thin protective layer.
- **Description:** Application of a thin layer of new Asphaltic cement concrete (typically 1 to 2 inches thick) over the existing pavement surface. It helps smooth out surface imperfections, improves ride quality, and provides a protective layer.

2. Medium Overlay:

- **Purpose:** Addresses more significant surface distress and improves structural capacity.
- **Description:** Application of a thicker layer of Asphaltic cement concrete (typically 2 to 4 inches thick) over the existing pavement. This type of overlay is suitable for addressing moderate levels of distress, such as rutting, cracking, and surface wear.

3. Thick Overlay:

- **Purpose:** Provides a new wearing surface without enhancing structural capacity.
- **Description:** Application of a relatively thick layer of Asphaltic cement concrete (typically 4 inches or more) to renew the wearing surface. This type of overlay is not intended to enhance the structural capacity but rather to provide a fresh and durable surface.

2.5 Panel Replacement (PCC)

1. Partial-Depth Panel Replacement:

- **Purpose:** Addresses localized distress in the upper layer of the concrete.
- **Description:** Removal and replacement of a portion of the concrete slab, typically limited to the upper layer experiencing distress. It is suitable for addressing surface-related issues without affecting the full depth of the pavement.

2. Full-Depth Panel Replacement:

- **Purpose:** Addresses extensive distress throughout the entire concrete slab.
- **Description:** Removal and replacement of the entire concrete panel, including the full depth of the pavement structure. This method is used when the pavement experiences severe distress or structural issues that require comprehensive rehabilitation.

3. Jointed Plain Concrete Pavement (JPCP) Reconstruction:

- **Purpose:** Complete reconstruction of jointed concrete pavement.



- **Description:** Involves the removal of the existing jointed concrete pavement, including the underlying layers, and the construction of a new pavement structure. This approach is taken when the existing pavement is beyond repair, and complete reconstruction is necessary.

4. **Continuously Reinforced Concrete Pavement (CRCP) Reconstruction:**

- **Purpose:** Complete reconstruction of continuously reinforced concrete pavement.
- **Description:** Similar to JPCP reconstruction but specifically addresses continuously reinforced concrete pavement. It involves the removal of the existing CRCP and the construction of a new pavement structure.

Implementing progressively thicker overlays for ACC and panel replacement for PCC are strategic approaches to pavement rehabilitation, ensuring that maintenance interventions align with the severity of distress and structural requirements. These methods contribute to the overall durability and longevity of the pavement infrastructure. Regular assessments and effective rehabilitation strategies are essential components of a comprehensive pavement management plan.

3. ROADWAY SEGMENT SELECTION AND PRIORITIZATION

Criteria for Project Selection

A clear set of criteria will be used to prioritize pavement maintenance projects, considering factors such as pavement condition, observable traffic volumes, and equity across the City of Lawton.

1. **PCI Range 35 to 65 (Rehabilitation) 0 to 40 (Reconstruction) General Guidelines**

Prioritization of pavements will be given to those that have received a Pavement Condition Index (PCI) score of 35 to 65 given by The Infrastructure Management services (IMS) field analysis report. The PCI score range of 35 to 65 can be broken up into three categories fair, marginal and poor.

- Poor PCI Score 35-40
 - Greater area of severe alligator cracking, rutting, requires major reconstruction/rehabilitation
- Marginal PCI Score 40-50
 - Smaller localized area but still contains severe alligator cracking and rutting, requires major habilitation
- Fair PCI Score 50-65
 - Moderate severity of load distresses, severe transverse, and longitudinal cracking
 - Requires localized repairs or major rehabilitation



2. Observable/Noted Traffic Volumes

The points system used for these metrics will be categorized by roadway classification. Principal arterials will show consistently higher volumes of traffic as opposed to collectors and residential roadways. (if no traffic data is available all segments considered should be given 1-point)

3. Critical Facility (i.e. hospitals, schools)

Indicates distance (in miles) between the segment and a designated Critical facility.

- Hospital
 - Southwestern Medical Center, Commanche County Memorial Hospital, Lawton Indian Hospital
- Schools
 - Elementary schools, Central Middle School, Eisenhower Middle School, MacArthur Middle School, Lawton High School, MacArthur High School, Eisenhower High School

4. Priority Record

- 5-points: Segment has been consistently highlighted in plans, have a high volume of public complaints.
- 3-points: Important but may not have as immediate a need or impact as high-priority roads.
- 1-point: minimal strategic importance or those in better condition compared to others, meaning they can wait longer for repairs

5. PCI Record

- 5-Points: Indicates the rapid deterioration or consistently poor condition.
- 3-Points: indicates moderate change.
- 1-Point: indicates negligible signs of deterioration.

(Documented pictures/ records from prior years)

6. Repair Records

- 5-Points: Indicates the road is in poor condition despite previous efforts, requiring significant and ongoing maintenance.
- 3-Points: Indicates the road has some issues that have required attention, but not as severe or frequent as higher-scoring segments.



- 1-Point: Indicates the road is relatively stable and has not required much maintenance, suggesting better overall condition or less critical issues

3.1 Priority Areas

The City of Lawton’s Pavement Maintenance Program will identify priority areas for immediate attention, ensuring that the most critical needs are addressed promptly. The logic employed in this prioritization aims to maximize the impact of maintenance efforts, considering factors such as pavement condition, traffic volume, and budget constraints. The following key principles will be utilized to help guide the decision-making process.

1. Pavement Condition Assessment:

- Conduct a comprehensive evaluation of the current pavement condition using advanced assessment techniques, such as pavement condition index (PCI) surveys.
- Prioritize streets with the highest deterioration rates or those exhibiting severe distress to address urgent maintenance needs.
- Perform targeted pavement forensic analysis on specific pavement segments to collect essential data points for in-depth assessment.

2. Traffic Volume and Functional Classification:

- Analyze traffic volume data to identify streets with high vehicular and pedestrian activity.
- Consider the functional classification of streets, emphasizing major arterials and collector roads that play a crucial role in the overall transportation network.

3. Cost-Effectiveness:

- Optimize resource allocation by prioritizing streets where maintenance interventions are cost-effective and yield long-lasting results.
- Consider bundling maintenance projects in geographically clustered areas to minimize mobilization costs.

4. Budget Constraints and Funding Availability:

- Consider available budgetary constraints and funding sources to develop a realistic and sustainable maintenance plan.
- Explore innovative financing options and form coalitions with Comanche County and Tribal nations to augment resources.



PAVEMENT CONDITION INDEX (PCI) SCALE			
Category	PCI Range		Typical Pavement Characteristics
Excellent	85	100	Like New
Very Good	70	85	Minor Cracking
Good	60	70	Minor to Moderate Cracking
Fair	50	60	More Extensive Cracking
Marginal	40	50	Localized high-severity alligator cracking rutting
Poor	25	40	A greater extent of severe alligator cracking, rutting
Very Poor	0	25	Extensive and severe alligator cracking, more extensive and deeper rutting, and potholes

Table 2 Pavement Condition Index values from the IMS Pavement Management Report 2023.

4. PROJECT IMPLEMENTATION

Planning and Design

Projects will need to be meticulously planned and designed to minimize disruptions, optimize quality, and adhere to sustainability standards. Projects should be grouped into their respective pavement classifications i.e., Portland Cement Concrete (PCC) and Asphaltic Cement Concrete (ACC). Each pavement classification will be categorized into one of the following categories and determined by the type of maintenance it will require.

Project Categories Examples:

Preventative Maintenance (Routine)

- Crack / Joint sealing
- Chip seal
- Fog seal
- Bridge deck washing

Special Maintenance (Infrequent)

- Bridge deck sealing
- Pothole repairs



5. QUICK TURN-AROUND ON SMALL-SCALE PLANS:

The following items will be typical of small-scale plan sets for efficient development of pavement maintenance projects.

- Title sheets with Centerline Miles and Segment Locations
- Typical pavement section illustration(s), if needed
- Typical detail of asphalt or subgrade patch repair
- Pay item quantities list and descriptions
- Pay quantity and construction notes
- Pavement summary sheets

Standard contract documents with any specific instructions to contractors (timing, notifications, road/lane closures, disposal of millings, utility adjustments, soft spot action plans, vegetation clearing, materials testing and payment, etc.

Project scheduling and timing considerations should include the following components.

- Develop list of project locations
- Internal coordination with City Departments (1 week)
- Initial engineers' opinion of construction costs (1 week)
- Streets, Roads and Bridges Committee approval (Scheduled)
- City Council approval of selected streets and authorization to initiate design (Scheduled)
- Development of Plans, Specifications, and Estimate (Time contingent of complexity)
- City Council authorization to advertise project. (Scheduled)
- Project advertising period (minimum of 21 days)
- Open bids (1 day)
- Perform bid tab analysis (1 day)
- City Council approve contract (Scheduled)
- Notice-to-Proceed

6. CONSTRUCTION MANAGEMENT:

Thorough project management and oversight will ensure that all projects are executed efficiently, and the contractors have performed the work as defined in the plans and technical specifications.



6.1 Quality Assurance (QA)

- Qualified Construction Inspection staff to enforce the quality outlined in the plans and contract specifications.
- Develop specifications detailing materials to be used and construction methods contractors will observe.
- Responsible documentation of the work performed to ensure correct and timely payment to the contractor.
- Updating records and project files associated with each project (i.e. roadway segment) to include:
 - Material certificates
 - Material tickets
 - Mix designs and test reports
 - Computations to validate material quantities installed
 - Inspection reports
 - As built/record drawing notations
 - Warranty inspection and repair follow-up

6.2 Follow Applicable Standards

The Construction Standards Component of the City of Lawton's Pavement Maintenance Program outlines the specifications and guidelines to ensure the consistent and high-quality implementation of pavement maintenance projects within the municipality. These standards aim to enhance the longevity, safety, and overall performance of the city's road infrastructure.

6.2.1 Materials and Specifications:

Asphaltic cement concrete (ACC):

- Use of materials compliant with Oklahoma Department of Transportation (ODOT) for hot-mix asphalt.
- Minimum thickness specifications based on traffic load and pavement type.
- Adherence to Marshall Mix Design for optimal durability.

6.2.2 Tack Coat

- Do not apply tack coat during cold, wet, or windy conditions as it causes the tack coat emulsion to drift.

Apply the tack coat rate as shown in Table 3, unless otherwise required by contract. Alter the application rate as directed by the Engineer (based on weather and surface type of layer). Use the highest rate in Table



3 for the surface type or layer (top or bottom). Ensure that the tack breaks before the application of the next surfacing layer.

Tack Application Rates		
Surface Type/Layer	Original Emulsion gal/yd ² [L/m ²]	Residual gal/yd ² [L/m ²]
New Asphalt (bottom)	0.060 [.270]	0.035 [0.160]
Old Asphalt (bottom)	0.085 [0.385]	0.050 [0.255]
Milled (bottom)	0.085 [0.385]	0.050 [0.255]
New Fabric (bottom)	-	0.200 [0.905]
PFC, OGFSC (top)	0.100 [0.455]	0.060 [0.270]
UTBWC (top)	0.200 [0.905]	0.120 [0.545]
PCC (bottom)	0.075 [0.340]	0.045 [0.205]

Table 3: Tack Application Rates, Values from ODOT specs 2019

Method of Measurement:

The Construction Inspector, or designee will measure the volume of Emulsion for Fog Seal, Tack Coat, and NT Tack - Material as delivered, before dilution. The Construction Inspector, or designee will measure bituminous material by gallon [liter] or ton [metric ton].

6.2.3 Concrete Pavement:

- Comply with Oklahoma Department of Transportation (ODOT) for Portland Cement.
- Minimum compressive strength requirements based on anticipated traffic loads.
- Reinforcement specifications according to ACI 360 for long-lasting performance.

Provide Portland cement concrete in accordance with AASHTO M 85 except as modified by the following:

- Ensure the tricalcium aluminate (C3A) content in Type I cement does not exceed 15 percent.
- Report the amount of Portland cement concrete retained on the No. 325 [45 μm] sieve in accordance with AASHTO T 192 on mill test reports.
- Ensure the total equivalent alkalis does not exceed 0.95 percent. The Construction Inspector, or designee may waive this limit on a per project basis if the proposed concrete mix design meets the expansion limits in Option R of ASTM C 1157 when tested in accordance with ASTM C 1260.
- Provide Type IV and Type V cements that meet the optional physical requirements.
- Supply supporting data for cement provided under optimum SO3 requirements, as described in footnote of Table 1 of AASHTO M 85.



6.2.4 of Concrete

- Class AA.** Use Class AA in superstructures.
- Class A.** Use Class A concrete for pavements and substructures (pier caps, columns, abutments, retaining walls, and reinforced concrete not requiring Class AA concrete).
- Class AP.** Use Class AP concrete in shoulders, merge area, and gore areas for Portland cement concrete (PCC) pavements.
- Class C.** Use Class C concrete for soil erosion control structures.
- Class P.** Use Class P concrete for precast prestressed concrete members.

Concrete Classes					
Class of Concrete	Minimum Cement Content, lb/yd ³ [kg/m ³]	Air Content %	Water/Cement Ratio ^a , Lb/lb [kg/kg]	Slump ^b In [mm]	Minimum 28-day Compressive Strength ^c psi [MPa]
AA	564[335]	6.5 ± 1.5	0.25-0.44	2±1 [50 ± 25]	4,000 [27.6]
A	517 [307]	6 ± 1.5	0.25-0.48	2±1 [50 ± 25]	3,000 [20.7]
AP	470 [279]	6 ± 1.5	0.25-0.48	2±1 [50 ± 25]	3,000 [20.7]
C	395 [234]	6 ± 1.5	0.25-0.62	2±1 [75 ± 25]	2,400 [16.5]
P	564 [335]	5 ± 1.5	0.25-0.44	2±1 [75 ± 25]	As required by the contract

Table 4: Concrete Classes, Values from the ODOT Specs 2019



Concrete Classes

^a Use the weight of each material to calculate the water to cement ratio (W/C) using the following equation:

$$W/C = \text{Water} / (\text{Cement} + \text{Cement Substitutes})$$

Determine the water use by adding the water measured into the batch, the water used in admixtures, and the free water on wet aggregate and subtracting the water absorbed by dry aggregate.

^b Ensure the slump reflects a workability appropriate for the application. If using a high-range water-reducing admixture, limit the slump to a maximum of 9 in [230 mm] provided no segregation occurs.

^c Compressive strength is based on the average of the results of three test cylinders. The contract documents specify Class P concrete compressive strengths.

Ensure Class A concrete for paving has flexural strength of at least 650 psi [4.5 MPa] at 28 days or 700 psi [4.8 MPa] at 56 days. Determine the flexural strength at the mix design stage and obtain certification from the concrete supplier

Table 5: Concrete Classes Values from the ODOT Specs 2019

6.2.5 Cement Substitution

- Will allow a substitution of a portion of the cement content at the concrete batch plant.
- Provide cement substitutes in accordance with ODOT standard specifications (2019) Section 702, "Supplementary Cementitious Materials." Make cement substitutions on a one-to-one basis by weight [mass] in accordance with Table 6, ODOT Table 701:2. Refer to Subsection 701.02.A(1), "Portland Cement," for Portland cement specifications.

Cement Substitutes for Portland and Hydraulic Cement	
Cement Substitutes	Maximum Percent by weight [Mass]
Fly ash or pozzolans only	20
Slag cement only	50
Silica Fume only	10
Combination of fly ash or pozzolans, and silica fume	30
Combination of fly ash or pozzolans, slag cement, and silica fume	50

Table 6: Cement Substitutes, Values from ODOT 2019

6.2.6 PCC Fine Aggregate

- This subsection covers fine aggregate quality and size for PCC pavements or bases, highway, bridges, and incidental structures. Provide mortar sand in accordance with AASHTO M 45.
- Provide fine aggregate that consists of a single-source natural sand in accordance with AASHTO M 6, Class A.



- Provide fine aggregate with a fineness modulus between 2.3 and 3.1, that is well graded from coarse to fine, and when assessed in accordance with AASHTO T 27 and AASHTO T 11 meets the requirements from Table 7.

Fine Aggregate Gradation	
Sieve Size	Percent Passing %
$\frac{3}{8}$ in [9.5 mm]	100
No. 4 [4.75 mm]	95 - 100
No. 8 [2.36 mm]	80 - 100
No. 16 [1.18 mm]	50 - 85
No. 30 [600 μ m]	25 - 60
No. 50 [300 μ m]	5 - 30
No. 100 [150 μ m]	0 - 10
No. 200 [75 μ m]	0.0 - 3.0

Table 7: Fine Aggregate Gradation, Values from ODOT Specs 2019

The gradation requirements specified in Table 7 above represent the extreme limit of suitability. Ensure the gradation from one source does not have substantial changes in percentage of gradation. Use the average fineness modulus to determine the uniformity of the fine aggregate. The average fineness modulus is the average of the last tests by the Engineer and maintained by his office. The Engineer will not accept fine aggregate represented by a test result with a fineness modulus that deviates more than 0.20 from the average. Find the aggregate modulus dividing by 100.

- No. 100 [150 μ m],
- No. 50 [300 μ m],
- No. 30 [600 μ m]
- No. 16 [1.18 mm]
- No. 8 [2.36 mm],
- No. 4 [4.75 mm],
- $\frac{3}{8}$ in [9.5mm].

6.2.7 PCC Coarse Aggregate

- This subsection covers coarse aggregate quality and size for use in PCC pavements or bases, highway bridges, and incidental structures.
- Provide coarse aggregate in accordance with AASHTO M 80, Class A, consisting of crushed gravel or stone, or when approved by Engineer in writing, a combination of crushed gravel or stone from various sources.



Coarse Aggregate Gradation					
Sieve Size	Percent Passing per processed Aggregate Size Number				
	No.357	No.57	No.67	No.7	No.8
2 ½ in [63 mm]	100	-	-	-	-
2 in [50 mm]	95 – 100	-	-	-	-
1 ½ in [37.5 mm]	-	100	-	-	-
1 in [25 mm]	35 – 70	95 – 100	100	-	-
¾ in [19mm]	-	-	90 – 100	100	-
½ in [12.5mm]	10 – 30	25 – 60	-	90 – 100	100
⅜ in [9.5mm]	-	-	20 – 50	40 – 70	85 – 100
No. 4 [4.75mm]	0	0- 10	0 – 10	0 – 15	10 – 30
No. 8 [2.36mm]	-	0 – 5	0 - 5	0 – 5	0 – 10
No.16[1.18mm]	-	-	-	-	0 – 5
No. 200[75µm]	0 – 1.5	0 – 2.0	0 – 2.0	0 – 2.0	0 – 2.0

Table 8 : Coarse Aggregate Gradation, Values from ODOT Specs 2019

Provide the specified sizes of coarse aggregate for the following types of concrete:

- No. 57 for Class A and Class AP concrete.
- No. 357 for massive Class A concrete.
- No. 57, No. 67, or No. 357 for Class C concrete.
- No. 7 or No. 8 for thin overlays, details, and thin sections if allowed by the Engineer.
- No. 67 for Class AA or Class P concrete; and
- No. 57, No. 7 or No. 8 for Class P concrete if the specified 28-day compressive strength is greater than 6,000 psi [41.4 MPa] or the Contract requires permeability limits.

Surface Treatment:

- Application of approved sealants and surface treatments for enhanced protection against environmental elements.
- Compliance with Oklahoma Department of Transportation (ODOT) for cationic emulsified asphalt.

6.2.8 Construction Practices:

Subgrade Preparation:

- Ensure proper compaction and grading of the subgrade to achieve optimal load-bearing capacity.
- Implementation of moisture control measures to prevent subgrade erosion.



Pavement Installation:

- Strict adherence to project-specific plans and specifications.
- Quality control measures during the laying and compaction phases to achieve desired density.

Joint Construction:

- Proper construction and sealing of joints in concrete pavements.
- Implementation of best practices to minimize the risk of joint failure.

Traffic Management:

- Development and implementation of a comprehensive traffic control plan during construction activities to ensure public safety.
- Coordination with relevant authorities to
- Minimize disruptions and optimize traffic flow.

6.2.9 Quality Assurance and Testing:

Materials Testing:

- Regular testing of construction materials to verify compliance with established standards.
- Independent laboratory testing for asphalt mix designs and concrete strength.

Field Quality Control:

- On-site inspections and quality control measures throughout the construction process.
- Immediate correction of any deviations from approved plans and specifications.

6.3 Striping

6.3.1 Traffic Stripe Paint- Acrylic Waterborne

- Applies waterborne yellow and white traffic paint on PCC, asphaltic concrete or existing traffic striping composed of waterborne, solvent-based paint or thermoplastic compounds. Acrylic Waterborne paint is applied with spray equipment, applications temperatures are required from 50°F to 150°F [10°C to 66°C]. Provided that the paint receives and holds glass beads to produce reflectorized traffic markings.



Materials

- Paint is to be free of lead and chromium with a limited quantity of Volatile Organic Compounds (VOC). Provided finished paint formulated and manufactured from first-grade material listed in the standard formula. The Engineer must approve alternative materials before manufacture. Verify proposed materials equal the quality, composition, physical, and chemical behavior of the materials listed on standard formula after aging the finished product.

Pigment Composition

Acrylic Waterborne Pigment Composition		
Material	White	Yellow
Organic Yellow (65%) ^a	--	≥4.8
Titanium Dioxide	≥13.4%	≥2.6%
Calcium Carbonate	≤86%	≤93%
^a To be determined by x-ray florescence, color spectrophotometry. This may be sent to an outside agency or organic pigment manufacturer. It also may include audit of the manufacture’s invoices, batch tickets, inventory or other means determined by ODOT.		

Table 9: Acrylic Waterborne composition, Values from ODOT specs 20

Construction Methods

- Sweep the pavement area of foreign material ensuring maximum adhesion of paint.
- Apply the material to the pavement area at a wet firm thickness of 15 mils [0.381mm]. Evenly distribute a minimum of 6 lb of beads per gallon of wet paint [719 kg per cubic meter], unless otherwise specified by the Engineer. Use an automatic bead dispenser attached to the striping machine to immediately and uniformly dispense the beads on the completed paint line.
- Do not apply the traffic stripe paint on wet pavement. Apply traffic stripe when air temperature is 50°F [10°C] and rising.

No-tracking time field Test

- “No tracking” as the period when the line dries so a vehicle can run over the line at 40 mph [64 km/h] without tracking the reflectorized line when views from 50 ft [15 m away].
- Dry the paint to a non-tracking condition in no greater than 3 min if applied at 17 mil ± 1 mil [432 μm ± 25 μm] wet film thickness plus 45 lb/ft³ [719 kg/m³] of glass beads at the specified application temperature.



Dry through time

- Determine the dry through time in accordance with ASTM D 1640. The pressure exerted is the minimum amount to maintain contact with the film and thumb.
- Apply the paint to a non-absorbent substrate at a wet film thickness from 17 mil ± 1 mil [432 µm ± 25 µm]. Place the paint in a humidity chamber controlled 90 ± 5 percent relative humidity, from 72.5°F ±2.5°F [22.5°C ±1.4°C].

Method of Measurement

- The Engineer will measure the length of traffic stripe using a 4 in [100 mm] standard width.
- For traffic stripes narrower or wider than 4 in [100mm], the Engineer will make a proportional adjustment based on the 4 in [100 mm] standard width. The Engineer will measure arrows, words, and symbols by each unit, while counting arrows by each head.

Physical Properties

Acrylic Waterborne Physical Properties	
Property	Value
Total solids by weight [mass]	≥73%
Volume Solids	≥58%
Pigment by weight [mass]	49 – 54%
Vehicle by weight [mass]	46 – 51%
Non-Volatile in vehicle by weight [mass]	≥44%
Weight [mass] per unit volume, from theoretical	±0.3 lb/gal [±36 g/L]
Viscosity at 77°F [25°C]	83 KU – 98 KU
Grind (Hegman Gage)	≥3
Laboratory dry time, ASTM D 711	≤10 min
Dry through time	≤ 15 min of Standard Formula`

Table 10: Acrylic Waterborne Physical Properties, Values from ODOT Specs 2019



6.3.2 Traffic Strip (Thermoplastic)

- Thermoplastic consists of placing reflectorized pavement markings on Asphaltic cement concrete and Portland cement concrete surfaces.

Thermoplastic Composition			
Component	Test Method	White ¹	Yellow ¹
Binder	--	20% min	20% min
Titanium Dioxide TIO ₂ , Type II Rutile	ASTM D476	10% min	-
Glass Beads	AASHTO T 250	40% min	40% min
Yellow Pigment	-	-	% min per Manufacturer
Calcium Carbonate and Inert Filler (-200 mesh sieve)	-	30% max	37.5% max
¹ Percentages are by weight			

Table 11: Thermoplastic Composition, Values from ODOT Specs 2019

Provide an alkyd/maleic binder consisting of a mixture of synthetic resins (requiring at least one synthetic resin must be solid room temperature) and have high boiling point plasticizers. One-half of the binder required must be 100% maleic-modified glycerol of rosin, while being no less than 15% by weight of the entire material formulation.

Construction Methods

Surface Preparation

- Remove foreign material from the road surface before applying plastic marking material ensuring the pavement surface is dry.
- For new PCC pavement, clean the pavement at stripe locations to remove curing compound at a minimum 1" beyond the width of the marking.
 - After removing curing compound, sweep and use high-pressure air spray. Perform curing compound removal at least 7 days after placing the new PCC pavement, unless otherwise stated by the Engineer.
- On ACC and PCC surfaces older than 12 months with existing or removed pavement markings apply a 50/50 blend of a two-part epoxy primer sealer to the area to be striped. Use a primer sealer compatible with the plastic striping material and pavement surface.
- Correct pavement markings that are non-uniform or not visible as direct by the Engineer.
- Obtain written approval from the Engineer before placing plastic markings over longitudinal joints.



- Use abrasive blasting or grinding to remove existing, temporary, or permanent traffic markings until at least 95 percent if the underlying pavement is visible, unless otherwise mentioned by the manufacture. Minimize interference between temporary pavement marking and the permanent dual-component pavement marking materials.
- When applying dual component markings to new PCC pavement, use high-pressure water jet, sandblasting, or other methods approved by the Engineer, to remove existing curing compound. Remove the curing compound at least 1 in [25 mm] beyond the width of the marking. Sweep and use a high-pressure air spray after removing the curing compound.

Application of Markings

When temperatures and conditions are not met to the installation of permanent pavement markings within the specified time period. The Engineer may allow and accept the installation of temporary pavement markings instead of permanent pavement markings. Maintain the temporary markings until temperatures and conditions are suitable for permanent striping.

Hot-Applied plastic Pavement Markings

- Use the extrusion method for hot applied pavement markings. Ensure the lines have sharp edges, uniform thickness, good adhesion, and uniform high reflectance. In accordance with the manufacturer's recommendations, melt the compound and install it at temperatures from 400 °F to 450 °F [204 °C to 232 °C], measured at the pavement surface.
- Apply hot thermoplastic markings on clean, dry pavement markings with a surface temperature of at least 55 °F [13 °C] and rising, and wind chill temperature of at least 45 °F [7 °C].
- The drying time for pavement markings as the minimum elapsed time after application when the stripe retains its reflectivity, shape and traffic will not damage the stripe. The City of Lawton defines minimum drying times in accordance with the following, at a maximum relative humidity of 70 percent and air temperature of 50 °F [10 °C]:
 - For stripes 188 mil [4.76] thick, 2 min; and
 - For stripes 70 mil [1.78 mm] thick, 1 min.
- Mix and apply thermoplastic pavement marking material to ensure that stripes retain the original characteristics of the bond to the surface, resistance to distortions by traffic of climate, and resistance to discoloration.
- Ensure the thickness of the dry thermoplastic material in accordance with Table 12.

Thermoplastic Specified Line Thickness		
Description	Standard line thickness, mil [mm]	Thin line thickness, mil [mm]
Lane and stop lines	120-188 [3 – 4.8]	70 – 125 [1.8 – 3.2]
Edge, gore, and diagonal lines	90 – 188 [2.3 – 4.8]	70 – 125 [1.8 – 3.2]
Words, arrows, and symbols	120 – 188 [3 –4.8]	70 – 125 [1.8 – 3.2]



Table 12: Thermoplastic Specified Line thickness, Values from ODOT Specs 2019

Cold-Applied Plastic Pavement Markings.

- For preformed pavement markings of reflectorized plastic material cold-applied to the pavement surface, coat with a factory-applied, pressure sensitive adhesive
- Apply the material to ACC and PCC surfaces in accordance with the manufacturer's recommendations when the surface temperature is at least 65 °F [18 °C] and rising. If applying the markings at surface temperatures from 65 °F to 50 °F [18 °C to 10 °C], apply the markings in accordance with the manufacturer recommendations, other special instructions, or both.
- Do not use heat, solvents, or extra adhesives to apply the reflectorized plastic markings, except for the surface sealers on PCC surfaces as required by the Contract.

Inlaid Installation of Preformed Plastic Tape

- Apply the marking on newly installed compacted ACC pavement, when pavement temperature is from 125 °F to 155 °F [52 °C to 68 °C].
- Use a mechanical roller to inlay the markings into the ACC surface. Ensuring the mechanical roller inlays the marking to a depth from 65 percent to 80 percent of the plastic tape thickness.

Application of Glass Beads

- Apply large glass beads at a coverage rate of at least 10 lb per 100 ft² [4.5kg per 10 m²] before applying standard beads. Apply standard glass beads at coverage rate of at least 10 lb per 100 ft² [4.5 kg per 10 m²]. For transverse and hand-machine applied markings, use a single drop of large beads at a rate of at least 10 lb per 100 ft² [4.5 kg per 10 m²].

Retro reflectivity

- Measure stripes with a portable or mobile reflectometer that uses 30 m geometry in accordance with ASTM E 1710 and manufacture recommendations. Ensure the manufacturer calibrates the reflectometer annually. Keep the annual calibration certification with the reflectometer.
- Ensure longitudinal marking meets the minimum retro-reflectivity requirements within Table 13.

Minimum Retro-reflectivity			
White		Yellow	
mcd/m ² /lx	Contract unit price adjustment	mcd/m ² /lx	Contract unit price adjustment
≥ 450	100%	≥ 300	100%
400 - 449	75%	275 – 299	75%
250 - 399	50%	225 – 274	50%
< 250	Remove and replace	< 225	Remove and replace

Table 13: Minimum Retro-reflectivity, Values from ODOT Specs 2019



Measurement

- Measure retro reflectivity of markings within thirty (30) calendar days of placement, after removing loose beads.
- Measure marking retro reflectivity in the direction of traffic, will allow yellow skip lines to be measured in either direction of traffic. One measurement (multiple readings) will represent each 2,500 ft [762 m] lot of a single-color longitudinal stripe. Will not allow readings for adjacent lots to be taken closer than 1,000 ft [305 m] from each other.
- For solid longitudinal stripes, one measurement represents the average of five readings per lot, taken at 3 ft [1m] intervals along a randomly selected 15 ft [4.5 m] section of solid stripe.
- For longitudinal skip stripes, one measurement represents the average of six readings per lot, two readings taken from each of three adjacent skip stripes. The Department of Transportation will not allow readings taken within the first or last 1 ft [0.3m] of skip stripes.
- For non-compliant measurements, the Engineer will require measurements to determine the extent of non-compliance.
- The City of Lawton does not require measurements of the following.
 - Stop bars, crosswalks, gores, words, symbols.
 - Longitudinal striping installed using hand line machines.
 - Projects less than 1 mi (1.6 km) long

Acceptance

- Submit final retro reflectivity measurements to the Engineer for acceptance. Include the time and date of reflectometer calibration, location (GPS coordinates), line color, and date of each measurement. The City of Lawton considers unmeasured stripes as non-compliant. The Engineer will notify of any non-compliance with the minimum retro reflectivity values.
- Measurement of retro reflectivity will take place with a Delta Light & Optics, Model LTL X portable reflectometer. The Contractor and The City of Lawton differ by greater than 10 percent, The City of Lawton will use its measurement for acceptance. The Engineer may accept striping quantities less than 2,500 ft [762 m] by visual inspection.

Method of Measurement

The Construction Inspector, or designee will measure the length of traffic stripe for 4 in [100 mm], 6 in [152.4 mm], 8 in [203.2 mm], 12 in [300 mm] and 24 in [609.6 mm] stripe and will count arrows by each head.

6.3.3 Traffic Stripe (Multi-Polymer)

- Multi-Polymer pavement marking work consists of Asphaltic concrete and Portland cement concrete pavement surfaces.



Physical Properties

- When properly applied with the required gradations and bead applications ensure the multi-polymer resin compound cures to a no-track condition within 45 min (at 70 °F [20 °C] or greater) or within 240 min (at 40 °F [4.4 °C]), assessed in accordance with ASTM D 711
- Ensure the multi-polymer resin material is free of heavy metals (defined by the EPA) approved by the Engineer. During the heating to application temperature, ensure the material does not exude toxic fumes.

Multi-Polymer Composition

Provide a two-component (Compound A and Compound B) multi-polymer resin material, 100 percent solids system with a volumetric mixing ratio of 2:1 (A: B) in accordance with Table 14.

Multi-Polymer Composition	
Pigment Composition	Percent by Weight
White:	
Titanium Dioxide Rutile (94% minimum purity, ASTM D476, Type III)	33 - 38
Multi-Polymer Resin	60.0 - 82.0
Yellow:	
Organic Non-Lead Yellow	7.0 – 8.0
Titanium Dioxide (ASTM D476, Type III)	14.0 – 79.0
Multi-Polymer Resin	77.0 – 79.0

Table 14: Multi-Polymer Composition, Values from Oklahoma Specs 2019

Ensure the pigment composition only consists of titanium dioxide.

Multi-polymer Content (Component A)

- Test the multi-polymer resin in accordance with ASTM D 1652 and calculate the weight per multi-polymer equivalent (WPE) for both white and yellow markings. Determine the multi-polymer content on a pigment free basis. Ensure the multi-polymer content meets the target value provided by the manufacturer, review by the City of Lawton’s material division, and approved by the Engineer. The Engineer will apply a tolerance of ±50 WPE to the target value established the acceptable range.

Amine Value (Component B)



- Determine the amine value of the curing agent in accordance with ASTM D 2074. Ensure the total amine value meets a target value provided by the manufacturer, reviewed by The City of Lawton's material division, and approved by the Engineer.

Equipment

- Provide equipment capable of placing at least 40,000 ft [12,190 m] of the following types of marking per day to the alignment, spacing, and thickness shown on the plans:
 - Solid or skipped stripes 4 into 6 in [100 mm to 150 mm wide]
 - Markings other than solid or skipped lines.
 - Centerline and no-passing barrier stripe configuration consisting of one skip stripe with two solid stripes, simultaneously.
- Ensure the equipment places markings with clean edges of uniform cross section and thicknesses, with square ends, and an approximate stripe-to-gap ratio of 1:3.
- Ensure the equipment uniformly and instantly places the beads on the markings. When placing beads on two adjacent stripes, ensure each stripe has an equivalent bead coverage rate and embedment.
- Provide equipment that heats and places each component within the component mix tolerances in accordance with manufacturer recommendations.

Construction Methods

Surface Preparation

- Remove foreign material from the road surface before applying the dual component material. Ensure the pavement surface is dry.
- Use abrasive grinding, blasting or high-pressure water jet to remove existing, temporary, or permanent traffic markings until at least 95 percent of the underlying pavement is visible, unless otherwise specified by the manufacturer, Minimize interference between temporary pavement markings and the permanent dual-complete pavement markings materials.
- Remove the curing compound at least 1 in [25 mm] beyond the width of the marking. After removing the curing compound, sweep and use a high-pressure air spray.

Pavement Temperature and Condition

Apply dual component pavement markings to Portland cement concrete pavement surfaces at least 30 calendar days after paving, and new Asphaltic cement concrete pavement a minimum of three (3) calendar days after paving under the following conditions:

- On a dry roadway (no significant dampness or standing water)



- At an air and pavement surface temperature of at least 40 °F [4.4 °C] and rising, and Wind chill temperatures of at least 35 °F [1.7 °C]

Measure the pavement temperatures every 30 minutes before beginning striping installation. If critical temperatures exist, as determined by the Engineer, measure the pavement temperature surface every 1 hour to 2 hours, or at shorter intervals as directed by the Engineer until the end of day. Measure the pavement surface temperature with a standard surface temperature, infrared non-contact thermometer, or approved data logging system.

If conditions and temperatures are not conducive to the installation of permanent pavement markings within the specified time frame, including time for curing PCC pavement, the Engineer may allow and accept the installation of temporary pavement markings instead of permanent markings. The Engineer may suspend the contract and/or milestone time until temperatures and/or conditions improve, permanent markings can be placed.

Application

- Apply large glass beads at a coverage rate of at least 12 lb per 100 ft² [5.4kg per 10 m²] before applying standard beads. Apply standard glass beads at a coverage rate of at least 12 lb per 100 ft² [5.4 kg per 10 m²].
- For hand-machine applied markings, apply large glass beads at a coverage rate of at least 12 lb per 100 ft² [5.4 kg per 10 m²] before applying standard beads. Apply standard beads at a coverage rate of at least 12 lb per 100 ft² [5.4 kg per 10 m²].
- Alternatively, for Portland Cement Concrete pavement apply a non-reflectorized contrast marking, of the same dimensions as the white skip lines shown on the plans, immediate after each upstream white skip line.
- Prior to the start of striping operations, travel 100 ft to verify consistency of physical and electronic measurements of distance traveled.
- Ensure longitudinal and edge line markings meet the minimum mil thickness values in accordance with Table 15 for concrete pavement and Table 16 for asphalt pavement:

Multi-polymer Minimum Mil Thickness (PCC Pavement)	
Mils	Contract unit price Adjustment
≥ 20	100%
19 – 18	90%
17 – 16	75%
15 – 14	50%
< 14	Remove and replace

Table 15: Multi-Polymer Minimum Mil Thickness PCC, Values from ODOT Specs 2019



Multi-polymer Minimum Mil Thickness (ACC Pavement)	
Mils	Contract unit price Adjustment
≥ 25	100%
24 – 23	90%
22 – 21	75%
20 – 19	50%
< 19	Remove and replace

Table 16: Multi-Polymer Minimum Mil Thickness ACC, Values from ODOT Specs 2019

Retro reflectivity

Measure stripes with a portable or mobile reflectometer that uses 30 m geometry in accordance with ASTM E1710 and manufacture recommendations. Ensure the manufacturer calibrates the reflectometer annually. Keep annual calibration certification and all reflectometer readings must be in conjunction with line thickness gauge measurements.

Minimum Retro-reflectivity (PCC Pavement)			
White		Yellow	
mcd/m ² /lx	Pay adjustment	mcd/m ² /lx	Pay adjustment
≥ 450	100%	≥ 300	100%
400 – 449	75%	275 – 299	75%
250 – 399	50%	225 – 274	50%
< 250	Remove and replace	< 225	Remove and replace

Table 17: Multi-Polymer Minimum retro-reflectivity PCC, Values from ODOT Specs 2019

Minimum Retro-reflectivity (ACC Pavement)			
White		Yellow	
mcd/m ² /lx	Pay adjustment	mcd/m ² /lx	Pay adjustment
≥ 400	100%	≥ 250	100%
350 – 399	75%	225 – 249	75%
200 – 349	50%	175 – 224	50%
< 200	Remove and replace	< 175	Remove and replace

Table 18: Multi-Polymer Minimum retro-reflectivity ACC, Values from ODOT Specs 2019

Acceptance

- Submit final retro reflectivity measurements to the Engineer for acceptance. Include the time and date of reflectometer calibration, location (GPS coordinates), line color, and date of each



measurement. The City of Lawton will consider unmeasured stripes as non-compliant. The Engineer will notify of any non-compliance with the minimum retro reflectivity values.

- Measure retro reflectivity with a Delta Light & Optics, Model LTL X portable reflectometer. The Engineer may accept striping quantities less than 2,500 ft [762 m] by visual inspection.

Method of Measurement

- The Engineer will measure the length of traffic stripe for 4 in [100 mm], 6 in [152.4 mm], 8 in [203.2 mm], 12 in [300 mm] and 24 in [609.6 mm] stripe and will count arrows by each head.

6.3.4 Permanent Pavement Marking Tape

- Plastic striping tape free of cracks with straight unbroken edges. Provide material in rolls with no greater than three splices per 150 ft [45.7 m]

Composition

- Distributed uniformly and firmly bond plastic materials, pigments, and glass beads on the top surface of retroreflective, preformed pavement marking film. Provide pre-coat performed plastic film with a pressure-sensitive adhesive that is compatible with bituminous concrete and Portland cement.

Thickness

- Thickness from 0.06 in to 0.09 in [1.52 mm to 2.29 mm] for preformed plastic film, without adhesive for lane and edge lines.

Application

- Ensure the material adheres to Asphaltic cement concrete and Portland cement concrete (PCC) surfaces when applied to manufactures recommendations to a surface temperature of at least 65°F [18.3°C].
- Applying the marking when surface temperature is from 50°F to 65°F [10°C to 18.3°C], apply in conjunction with manufacturer's recommendations other special instructions or both.

6.3.5 Removable Pavement Marking Tape

- Removable pavement marking tape with white or yellow all-weather, traffic resistant film on a reinforced conformable backing.
- Ensure the film adheres to Asphaltic cement concrete and PCC surfaces without heat, solvents, additional adhesives, or activators. Provide adhesives that bond to pavement surfaces if applied at temperatures of at least 50°F [10°C] without pickup or distortion by vehicular traffic.



6.3.6 Non-Removable Temporary Pavement Marking Tape

- Traffic striping material with white or yellow weather and traffic resistant reflective film on a comfortable backing pre-coated with a pressure-sensitive adhesive.
- Ensure the material adheres to Asphaltic cement concrete and Portland cement concrete surfaces when applied with manufacture recommendations at a surface temperature of at least 35°F [1.7°C], does not require protective devices.

6.3.7 Construction Zone Pavement Markings

- Consists of providing, placing, and removing pavement markings on detours and roadways accessed by traffic during construction.
- Use equipment for removing pavement markings that will not damage the pavement surface or pavement material texture.

Hydro blasting

- Use pavement markings removal or cleaning equipment capable of removing 100% of the pavement marking using high-pressure water. Ensure equipment can maintain 36,000 psi water pressure at a maximum flow rate of 16 gpm. The removal of the head must be capable of rotation 1,500. Verify the equipment can remove at least 1,200 linear feet of 4 in strip per hour.
- Use equipment capable of removing the traffic stripe from surface, including cracks, to thoroughly remove all dust, dirt, and other foreign materials without causing damage to the surface by etching or exposing coarse aggregate. Use a wet vacuum in conjunction with the removal head to remove all debris.

Construction Methods

- Install removable pavement marking tape and pavement markings in accordance with the manufacturer's recommendations, or as approved by the Engineer. At the time of marking application, ensure a dry pavement surface, an atmospheric temperature above 50 °F [10 °C], and a wind chill factor above 40 °F [4 °C]. Remove dirt, debris, loose particles, curing compound and heavy oil residues from the road surface application area before installing pavement markings.
- Ensure visible uniform removable pavement marking tape and pavement markers for traffic control. Correct pavement markings that are not clearly visible and not uniform as approved by the Engineer.

Detours

- Complete pavement markings on detours, including lane end edge lines, before opening the detour to traffic. The Engineer directs maintenance, restoration of pavement markers, or re-striping of detours.



- If detour or permanent pavement markings conflict with the permanent pavement markings of the next traffic control phase, remove as approved by the Engineer before switching traffic. Remove existing pavement marking and replace with temporary before roadway opens to traffic. Remove temporary pavement marking before installing final striping.
- Remove pavement markings without damaging the pavement surface, or pavement material texture. Pavement material texture will be considered damaged if more than 5 mils are removed below the original stripe.
- Do not paint over or blot out the existing pavement markings. When removing pavement markings, immediately remove the residue using a vacuum attachment operated concurrently with the operation, or by other methods approved by the Engineer.

7. CYCLICAL, ROUTINE, AND TYPICAL MAINTENANCE OPERATIONS:

7.1 Pothole Repairs

7.1.1 Primary Materials used for Patching.

1. Hot-Mix Asphalt (HMA) – preferred
2. Cold-mix Asphalt – temporary fix
3. Warm-mix asphalt – colder conditions when hot-mix is not applicable.

Patching is best carried out during clear moderate weather conditions. In case of emergency, repairs may be required during poor winter conditions. Winter patch should only be temporary as the poor winter conditions will cause it to be weak.

7.1.2 Spring Patching

Patches applied in the spring have a longer life expectancy than those in the winter due to better weather conditions and reduced stress. Materials used during winter patching are still viable; however, the workability of the material in the spring may be sticky and difficult to work with. Like winter patching crushed aggregate with few fines, mixed with emulsifying asphalt should still be used, as well consider an antistripping agent. Higher temperatures allow for the mixture to be slower setting as supposed to that in winter. Spring Patching can be done by throw-and-roll, semi-permanent, spray injection, and edge seals.

7.1.3 Winter Patching

Winter Patching occurs during periods of snow melt, where maintenance crews do not have to apply abrasives, salt or plow. Aggregates used for winter patching conditions should be high quality, crushed aggregates with few fines. Binder is to be emulsified with at least one anti-stripping additive. Potholes are highly likely to contain water; therefore, anti-stripping additives are important. The mixture will need to be workable at low temperatures for easier compaction and handling. The goal of winter patching is to restore the rideability and safety as quickly as possible.



7.1.4 Throw and Roll

Used for temporary patches. It is appropriate when weather conditions are too poor for semi-permanent patch to be installed or the road is being rehabilitated soon.

1. Patching material is shoveled in with or without cleaning and drying of the hole.
2. Material is next compacted using the maintenance truck tires.
3. The completed patch should have a 1/8 in to 1/4 in (3 mm to 6 mm) crown to aid in preventing ponding.
4. Clean-up is usually not required.
5. Clear the area of workers and equipment. Open the repaired section to traffic.

7.1.5 Semi-Permanent Patches

Semi-Permanent patching is an effective patching method. It is wise to plan out more Semi-permanent repair when moderate weather conditions allow.

(Before completing removal and replacement of the failed area.)

1. Mark boundaries of affected area, making sure to encompass larger area than that of the affected area. The boundaries of the repair should be rectangular. Consider the dimensions of the equipment being used for the removal of old material and addition of compacted new material.
2. Cut the boundaries of the patch square using equipment of choice, such as diamond saw or pneumatic hammer with a spade bit.
3. Square up the sides of the hole until edges of the hole are sound pavement. This step is simplified if the repair area is cut with a diamond saw, jack hammer, or established with cool milling equipment. It is required when manual techniques are used for material removal.
4. Remove debris and water from the hole. Depending on the size of the hole, may use pick and shovel or combination of power equipment. May able to use pneumatic hammer, shovel, backhoe, front end loader or cold milling equipment.
5. Place the patch material in hole, if placed manually, use a shovel) to place hot mix asphalt material, be weary to avoid segregation. The hole needs to be overfilled by 20 to 25 percent of its depth to provide sufficient material for compaction. An asphalt rake should be used to blend or feather patch edges.
6. Compact the patched material with a hand device or small vibratory roller. It is preferred to use compaction equipment whose surface area is smaller than the size of the patch. It will be more difficult if the equipment's surface area is larger than that of the patch.
7. The patched area is to be compacted thoroughly with proper compaction equipment. Between 3 mm and 6mm
8. Clear the area of workers and equipment. Open the repaired section to traffic.



7.1.6 Spray Injection

Spray injection is a rapid method of patching that requires specialized equipment. One advantage of this method is rolling the patch is not necessary after patching has been completed.

1. Prepare the pothole site by blowing water and debris with the application nozzle.
2. Spray a tack coat of emulsion on the sides and bottom of the hole.
3. Blow asphalt/aggregate mixture into the hole, filling the hole.
4. Complete with a layer of dry aggregate. It is not necessary to roll the patched pothole.
5. Clear the area of workers and equipment. Open the repaired section to traffic.

7.1.7 Edge Seal

Edge seal should be used to improve the durability of the patch. Doing so prevents the intrusion of water and/or other debris. After being set water cannot penetrate the patched seam.

1. Remove all water and debris from existing pothole.
2. Place cold mixed material into pothole using a shovel until hole is filled.
3. Compact patching using the truck tires.
4. Once the repaired section has dried, place a ribbon of asphaltic tack material on the patch edge.
5. Place a layer of sand on the tack material to prevent tracking by vehicle tires.
6. Clear the area of equipment and workers, open the repaired section to traffic.

(This procedure may require a second visit to the repaired section by the crew to allow water to dry before placing the tack.)

7.1.8 Partial-Depth Repairs PCC

Partial-Depth work consists of spalls, popouts, scaling, or other surface distress in Portland cement concrete pavements. The repair area should be prepared by removing current broken, damaged, or disintegrated concrete from the area located.

Repair Mixtures approved by Federal Highway Administration

- Accelerated Strength Portland Cement Concrete Mixture
 - Use Type I or Type III Portland cement and calcium chloride or other accelerator
 - Obtain a minimum strength of 3,000 psi (20.7MPa) in 24 hours.
 - Slump shall be 1 to 3 in (50 to 150 mm) at time of placement.
- Portland Cement Concrete Mixture
- Rapid Setting Repair Materials
 - Minimum compressive strength of 3,000 psi (20.7 MPa)



- Epoxy Resin Repair Mortars
 - Be prepared in accordance with manufacturer’s recommendations regarding aggregates and gradation of aggregate
 - Preconditioned to produce a blended liquid at temperature between 75° F (24° C) and 90° F (32° C)

Construction Methods

The area in question for repair shall be determined by the Engineer. The extent of the repair area shall be marked. Areas less than 6 in (150 mm) in length and 1.5 in (35 mm) in wide at the widest point shall be repaired under these specifications but shall be filled with a joint sealant material.

Preparation of Partial - Depth Areas

- A saw cut shall be made around the perimeter of the scheduled repair area to provide a vertical face at the edges and sufficient depth for the repair.
- The saw cut is to have a depth of 1 to 2 in (25 – 50 mm)
- Concrete within the repair is to be broken out to a depth of 1 to 2 in (25 – 50 mm) with pneumatic tools until sound and clean concrete is exposed.
- The maximum size pneumatic hammer shall be 30 pounds (13.5 kg)
- The exposed faces of concrete shall be sandblasted free of loose particles, oil, dust, and traces of Asphaltic cement concrete before placement of repair material.
- All sandblasting residues must be removed just prior placement of the concrete bonding agent.

Conditions

- Portland cement concrete shall not be placed when air or pavement temperatures are below 40° F (4° C). At temperatures below 55° F (13° C), a longer cure period may be required. Insulation can be used to improve the rate of curing.

7.2 Pavement Crack Sealing

- Applied to both concrete and asphalt street pavements greater than 3 years old
- Pavement Condition Index (PCI) rating above 40 as listed in the Infrastructure Management Pavement Management Plan
- Typical application frequency:
 - Arterial – 5-year cycle
 - Collector and Local – 7-year cycle
- The best time for crack sealing is the winter season, November through January.



Asphalt Cement Concrete

- Ambient and surface temperatures meet manufacturer and agency requirements (typically 40°F minimum and rising) for routing and sealing.
- Application does not begin if there is any moisture on the surface or in the crack.
- Application should be avoided when dew may develop within the crack.
- Sealing does not proceed if rain is imminent.

Portland Cement Concrete

- Review manufacturer instructions for requirements specific to sealant used.
- Air and/ or surface temperatures shall meet manufacturer and all agency requirements. (typically, 40°F and rising) for sawing and sealing.
- Sealant should not be installed when temperatures are at or below the dew point.
- Sealing should not proceed if rain is imminent or commences during installation.
- Application does not begin if there is any sign of moisture on the surface or in the joint.

7.3 Monitoring and Updating PCI Ratings

- Perform PCI laser crack survey of street pavement on a 5-year cycle
- Perform visual surface inspections annually to monitor trends in pavement conditions.
- Update to verify PCI range each year of all roadway segments along with bridge decks.

7.4 Diamond Grinding Concrete Pavement

Restores drainage and riding characteristics to Portland Cement Concrete pavement surface.

Construction Method:

- Grinding Pavement
 - Make multiple passes as necessary to achieve acceptable results. Grind areas shown on plan longitudinally, beginning and ending at lines transverse to the pavement centerline.
 - Allow less than 100 percent grinding within specified areas if minor depressions occur in the pavement.
 - Ensure pavement surface grinding results in a uniform, finished surface. Eliminate joint and crack faults while maintaining a constant cross – slope between the edges of grinding to provide lateral drainage
 - Feather-grind adjacent lanes or paved shoulders to maintain motorist safety and proper drainage for pavement grinding deeper than ¼ in [6 mm]
 - Surface texture and Grooving



- Grinding surface to a uniform appearance with a texture composed of longitudinal ridges and grooves
- Create surface grooves from 0.09 in to 0.15 in [2 mm to 4mm] wide, spaced up to ¼ in [3mm] apart
- Ridge peaks are to be at least 1/16 in [1.5 mm] higher than the bottom of the grooves.
- **Slurry removal**
 - Remove grinding slurry or residue by vacuum or any continuous method.
 - Slurry does not enter drainage inlets and watercourses.
 - Prevent slurry from flowing across lanes used by traffic, gutter or any other drainage facilities
- **Profiling Pavement Surfaces**
 - Profile ground in accordance with ASTM E 1274. Provide a profilograph with wheels variable spaced
 - Pavement with a profile index of 5 in [125 mm] or less per mile using a 0.2 in [5 mm] blanking width. Profile ground surfaces in two passes one at 3 ft [0.9m] and one at 9 ft [2.7m] from the edge of the driving line
 - Average the profilograph readings from two passes to obtain the profile index for each lane
 - Profile index exceeds 5 in [125 mm] per mile, grind individual high points in excess 0.3 [8mm] across the entire lane width. Perform additional grinding to reduce file index to the specified values.
- **Straight Edge Tolerance**
 - Use a 10 ft [3 m] straightedge to measure surface smoothness.
 - Ensure maximum distance from bottom edge of the straightedge does not exceed ¼ in 10 ft [3mm in 3m].
 - The elevation difference between passes does not exceed 1/8 in [3 mm]. After completing diamond grinding saw and seal joints.



8. COMMUNITY ENGAGEMENT

Public Outreach and Notifications

The City of Lawton is committed to engaging with the community, providing information on upcoming projects, and providing notification[s] of construction activities which may interrupt daily commute.

- The contractor is to Provide prior (5 days) notification to impacted residents (letter, fliers etc.)
- Place information of City of Lawton website (aerial map and project narratives)
- Utilize City of Lawton social media outlets

This notification should include reminders to park off the pavement, move recreational activities, any impacts to trash or mail, and how long construction would last and a point-of-contact for questions.

9. SAFETY AND TRAFFIC MANAGEMENT

Work Zone Safety

Incorporate Plan notes to provide guidance of strict safety protocols that will be enforced in work zones to protect workers, pedestrians, and motorists.

Traffic Flow Management

Efforts should be made to manage traffic flow during construction to minimize disruptions and inconvenience to the public, trash service, mail service, and emergency vehicle access. Periodic progress meetings can assist the coordination of anticipated construction activities between multiple contractors and stakeholders operating within the City of Lawton's rights-of-way.

10. PERFORMANCE METRICS AND REPORTING

Key Performance Indicators (KPI's)

Key performance indicators will be established to measure the success of the program and the condition of the pavement network relative to the City of Lawton's monetary investments in the program.

Program goals will be established by the City's Streets, Roads, and Bridges Committee as recommended by the Pavement Program Management staff. Pavement Program recommendations will need to be data-driven, so that objectives can be tracked and measured.



Pavement Maintenance Performance Measures	
Goal	Key Performance Indicators (KPI's)
Address x % of roadways per year	Percentage of Roadways Addressed: Annual percentage of roadways that have undergone maintenance or rehabilitation compared to the City's total transportation network. (miles of rehabilitation activity / network miles (per roadway classification))
	Implementation Timeline Adherence: Program's success in adhering to the planned timeline for addressing the x% of roadways, minimizing delays and disruptions.
	Budget Utilization: Efficiency of budget utilization by comparing actual expenses to the allocated budget for pavement maintenance activities.
Increase average PCI by x points per year	Condition Improvement Index (CII): Measure the overall condition improvement of the road network by tracking changes in the Pavement Condition Index (PCI) by x points per year.
	Pavement Quality Index (PQI): Assess the quality of the pavement by calculating an index that considers various distress types and severity levels, with the goal of increasing the PCI.
Reduce Backlog by x % per year	Asset Management Performance: Evaluate how well the program aligns with the municipality's asset management plan, ensuring prioritization based on the condition of the pavement and reduction of backlog.
	Quality of Workmanship: Assess the quality of workmanship in pavement maintenance projects by monitoring the incidence of post-maintenance issues and the need for rework, contributing to backlog reduction.

Table 19: Pavement Maintenance KPI

Progress Reporting

Regular (monthly/quarterly) reports will be made available to the City of Lawton, by the Program Management staff. The reports will detail the progress and outcomes of pavement maintenance efforts.



11. FUNDING AND BUDGET ALLOCATION

Priority transportation projects to be carried out within the Fiscal Year (FY). As project estimates and/or funding formulas change, the total expenditure estimates are updated accordingly—The adopted model for developing this program.

Identify funding sources and their budgetary amounts for the Pavement Maintenance Program include federal grants, state allocations, CIP Fund, and other revenue streams such as development and impact



City of Lawton

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

Commentary

File #: 25-0051

Agenda Date: 1/28/2025

Agenda No: 25.

ITEM TITLE:

Consider authorizing Mayor Booker to engage Crawford and Associates to conduct an efficiency study to compare the City of Lawton with six peer cities and take action as deemed necessary.

INITIATOR: Mayor Stanley Booker

INFORMATION SOURCE: Mayor Stanley Booker

BACKGROUND: In alignment with the City of Lawton's True North Statement, which emphasizes serving citizens through continuous improvement and excellence, this agenda item proposes authorizing Mayor Booker to engage Crawford and Associates to conduct a comprehensive efficiency study. The study will evaluate the City of Lawton's operations and compare them with six peer cities, providing valuable insights into operational efficiencies and identifying opportunities for improvement.

The True North Statement specifically highlights under "Efficiency" that "We embrace the venture of benchmarking against our peer cities, with transparency. We will deliver all services with efficiency and address all matters with a sense of urgency." This initiative directly supports that commitment by prioritizing data-driven analysis to identify best practices and enhance service delivery.

By leveraging the expertise of Crawford and Associates, the study will serve as a critical tool in helping the City achieve its vision of becoming the best and most efficient cities in the state. The Council is asked to consider this initiative, reinforcing the City's dedication to excellence in governance and service delivery.

EXHIBIT: None.

KEY ISSUES: N/A

FUNDING SOURCE: Mayor and Council Prof & Technical Services Fund- Account 100-01-10-1001-000-52025. The current balance of this account is \$97,808.00. If approved, the total cost for this study is estimated to be less than \$25,000.00.

STAFF RECOMMENDED COUNCIL ACTION: Authorize Mayor Booker to engage Crawford and Associates to conduct an efficiency study to compare the City of Lawton with six peer cities.



City of Lawton

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

Commentary

File #: 25-0040

Agenda Date: 1/28/2025

Agenda No: 26.

ITEM TITLE:

Consider approving a resolution of the City of Lawton, Oklahoma (the “City”) establishing and declaring its official intent to reimburse the City’s general fund on behalf of one or more of the public trusts of which the City is the beneficiary for preliminary and other expenditures relating to the construction, equipping, renovating, and improving of certain capital improvement projects for the benefit of the City, said reimbursement being anticipated to be funded from the proceeds of the bonds issued for the same said construction, equipping, renovating, and improving of certain capital improvement projects for the benefit of the City; and containing other provisions relating thereto.

INITIATOR: Dewayne Burk, Deputy City Manager

STAFF INFORMATION SOURCE: Dewayne Burk, Deputy City Manager; Rebecca Johnson, Finance Director

BACKGROUND: The Projects to be funded and reimbursed for preliminary and other expenditures consists of certain costs related to capital improvement projects for the benefit of the City including certain park and recreational facilities and certain public buildings projects including Elmer Thomas Amphitheater and Boardwalk project, Lawton Youth Sports Facility and other capital improvements and the financing of costs related to the issuance of the Bonds.

EXHIBIT: Resolution 25-

KEY ISSUES: N/A

FUNDING SOURCE: The funds for the reimbursement will come from the anticipated bond proceeds of an issuance of indebtedness by one or more of the City’s public trusts.

STAFF RECOMMENDED COUNCIL ACTION: Approve/adopt Resolution 25-_____.

PURSUANT TO THE LEGAL NOTICE AS IS REQUIRED BY THE OKLAHOMA OPEN MEETING ACT INCLUDING THE POSTING OF NOTICE AND AGENDA AS IS REQUIRED BY THE TERMS THEREOF, THE CITY COUNCIL OF THE CITY OF LAWTON, OKLAHOMA (THE "CITY") MET IN REGULAR SESSION IN CITY HALL, IN LAWTON, OKLAHOMA, ON THE 28TH DAY OF JANUARY, 2025, AT 6:00 P. M.

PRESENT:

ABSENT:

Thereupon, the following Resolution was introduced and which was read by title. Councilmember _____ moved passage of the Resolution and Councilmember _____ seconded the motion. The motion carrying with it the approval of said Resolution by the following vote:

AYE:

NAY:

The Resolution so adopted is as follows:

RESOLUTION NO. _____

DECLARATION OF OFFICIAL INTENT OF
THE CITY OF LAWTON
FOR REIMBURSEMENT

WHEREAS, Title 60, Oklahoma Statutes 2021, § 176 *et seq.*, as amended, authorize the Lawton Industrial Development Authority (the "Authority") to issue bonds, notes, or other evidences of indebtedness on a tax-exempt and/or taxable basis on behalf of and for the benefit of the City; and

WHEREAS, the Lawton Industrial Development Authority plans to authorize and issue revenue bonds, notes, or other evidences of indebtedness in an amount not expected to exceed \$50 million (the "Bonds") in one or more series for the purposes of financing of certain costs of the acquisition, construction, equipping, renovating, and improving of certain capital improvement projects for the benefit of the City of Lawton, Oklahoma (the "City"), to be owned and operated by the Authority's beneficiary, the City, including to reimburse the City on behalf of the Authority for improvements recently made or to be made and anticipated to be funded from the proceeds of the Bonds (the "Project," as described below); and

WHEREAS, the Councilmembers of the City intend to approve and adopt at its meeting on January 28, 2025, this resolution whereby the Mayor and Councilmembers of the City make any necessary declarations of official intent on behalf of the City with respect to the issuance of the Bonds.

IT IS, THEREFORE, DECLARED BY THE MAYOR, ACTING FOR AND ON BEHALF OF THE CITY, AS FOLLOWS:

1. Description of Project and Expenditures; Advance of Funds.

The Authority has a need with the assistance of the City to fund preliminary and other expenditures relating to the Project in advance of the issuance of the Bonds to make certain capital improvements to the City's infrastructure for the benefit of the City. The expenditures are expected to be as follows:

- (i) Preliminary and other expenditures relating to the acquisition, constructing, renovating, improving, and equipping of certain capital improvement projects in the aggregate principal amount of \$2,800,000; and
- (ii) Such other expenditures in such greater amounts as the Authority may approve by subsequent declarations of official intent.

The City has advanced and/or will advance funds for the benefit of the Authority from funds allocated by the City for the benefit of the Authority, and to pay for the benefit of the Authority certain expenditures not to exceed \$2,800,000 relating to the Project in advance of the issuance of the Bonds.

2. Statement of Intent to Reimburse Expenditures.

The City officially declares that it reasonably expects to reimburse the general fund for monies allocated from the general fund of the City for the use of the Authority for the expenditures described in paragraph 1 above from the proceeds of the Bonds. The City states that no funds from sources other than the Bonds are, or are reasonably expected to be, reserved, allocated on a long-term basis, or otherwise set aside with respect to the described expenditures.

3. Identification of Declaration.

This Declaration of Official Intent constitutes a "declaration of official intent" under Treasury Regulation § 1.150-2, of the Internal Revenue Code of 1986, as amended, supplemented, and promulgated by the Internal Revenue Service.

4. Project Description.

The Project consists of financing of certain costs related to certain capital improvement projects to be located within the City including certain public parks and recreational facilities and certain public buildings projects including Elmer Thomas Amphitheater and Boardwalk project, Lawton Youth Sports Facility and other capital improvements and the financing of the costs related to the issuance of the Bonds.

IT IS SO DECLARED this 28th day of January, 2025.

PASSED, APPROVED AND ADOPTED this 28th day of January, 2025.

CITY OF LAWTON, OKLAHOMA

By: _____
Mayor

(SEAL)
Attest:

City Clerk

APPROVED as to form and legality the 28th day of January, 2025.

John Andrew, City Attorney

[Signature page to Reimbursement Resolution]

CERTIFICATE OF CITY COUNCIL ACTION

I, the undersigned, hereby certify that I am the duly qualified and acting City Clerk of the City of Lawton, Oklahoma.

I further certify that the City Council of the City of Lawton, Oklahoma, held a Regular Meeting at 6:00 P.M. on January 28, 2025, after due notice was given in full compliance with the Oklahoma Open Meeting Act.

I further certify that attached hereto is a full and complete copy of a Resolution that was passed and approved by said City Council at said meeting as the same appears in the official records of my office and that said Resolution is currently in effect and has not been repealed or amended as of this date.

I further certify that below is listed those Councilmembers present and absent at said meeting; those making and seconding the motion that said Resolution be passed and approved, and those voting for and against such motion:

PRESENT:

ABSENT:

MOTION MADE BY:

MOTION SECONDED BY:

AYE:

NAY:

WITNESS MY HAND THIS 28th DAY OF JANUARY, 2025.

CITY OF LAWTON, OKLAHOMA

(SEAL)

City Clerk



City of Lawton

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

Commentary

File #: 25-0029

Agenda Date: 1/28/2025

Agenda No: 27.

ITEM TITLE:

Consider approving Council Policy 04-07: Allocation of a portion of City's use tax to support PROPEL 2040 Projects.

INITIATOR: Mayor Stan Booker

STAFF INFORMATION SOURCE: Rebecca Johnson, Finance Director
Timothy Wilson, Deputy City Attorney

BACKGROUND: On August 27, 2024, the citizens of Lawton approved an ordinance amending the City's sales tax code, said ordinance levying and extending an existing excise tax of two and one-eighth (2.125%) (the "Propel 2040 Sales Tax") in addition to all other excise taxes assessed and levied by the City of Lawton, Oklahoma and all other taxing authorities, upon the gross proceeds or gross receipts derived from all sales taxable under the sales tax laws of the State of Oklahoma; providing for extending the term of the existing excise tax from terminating on December 2034, to a new termination date ending December 31, 2040, with the exception of a one percent (1.00%) existing excise tax which shall be permanent for an indefinite period; providing that the excise tax levied by the amended Paragraph (D) under Section 10-2-205 of Article 10-2 of Chapter 10, Lawton City Code, 2015, shall be cumulative to all other excise taxes levied by Chapter 10 or any other taxing authority.

In addition to sales tax, the City also has a use tax that is simultaneously collected with all sales tax collections and levied at the same rate as sales tax levied. City's use tax is set out in Article 10-8 of Chapter 10 of Lawton City Code. The PROPEL 2040 projects were planned to be funded using revenue from both the PROPEL 2040 Sales Tax and the use tax levied and collected in connection with the PROPEL 2040 Sales Tax at the same percentage as the PROPEL 2040 Sales Tax. Without the allocation of a portion of the use tax, there will be insufficient funds for the PROPEL 2040 projects. The proposed policy directs staff, in addition to allocating to Propel 2040 projects the revenue from the tax of two and one-eighth percent (2.125%) sales tax (the "PROPEL 2040 Sales Tax") approved by the citizens of Lawton, which is done outside of this policy, to also allocate to Propel 2040 projects the City's Use Tax that is collected and levied in connection with the PROPEL 2040 Sales Tax collected for the PROPEL 2040 projects at the same percentage as the PROPEL 2040 Sales Tax from the city's annual use tax revenue. Specifically, it is the intent of this policy that the amounts collected from the use tax levied and collected in connection with the PROPEL 2040 Sales Tax at the same percentage of two and one-eighth percent (2.125%) as the PROPEL 2040 Sales Tax also be allocated to Propel 2040 projects. This directive for use tax allocation shall commence for applicable use tax revenue received beginning October 2024 and continue thereafter until this policy is amended or repealed by city council.

EXHIBIT: Council Policy 04-07: Allocation of a portion of City's use tax to support PROPEL 2040 projects.

KEY ISSUES: N/A

FUNDING SOURCE: City Use Tax

STAFF RECOMMENDED COUNCIL ACTION: Approve Council Policy 04-07.

**COUNCIL POLICY 04-07: ALLOCATION OF A PORTION OF CITY’S USE TAX TO
SUPPORT PROPEL 2040 PROJECTS**

DISTRIBUTION: Mayor, City Council and All Departments

SUBJECT: Allocation of a portion of City’s Use Tax to support PROPEL 2040 Projects

PURPOSE: The purpose of this policy is to formalize the City of Lawton’s commitment to fund PROPEL 2040 projects with a portion of revenue received from the City’s Use Tax that is collected in connection with the sales tax collected for the PROPEL 2040 projects, commencing October 2024.

BACKGROUND: On August 27, 2024 the citizens of Lawton approved an ordinance amending the City’s sales tax code, said ordinance levying and extending an existing excise tax of two and one-eighth percent (2.125%) (the “Propel 2040 Sales Tax”) in addition to all other excise taxes assessed and levied by the City of Lawton, Oklahoma and all other taxing authorities, upon the gross proceeds or gross receipts derived from all sales taxable under the sales tax laws of the State of Oklahoma; providing for extending the term of the existing excise tax from terminating on December 2034, to a new termination date ending December 31, 2040, with the exception of a one percent (1.00%) existing excise tax which shall be permanent for an indefinite period; providing that the excise tax levied by the amended Paragraph (D) under Section 10-2-205 of Article 10-2 of Chapter 10, Lawton City Code, 2015, shall be cumulative to all other excise taxes levied by Chapter 10 or any other taxing authority.

The ordinance referred to the aforementioned excise tax as “PROPEL 2040.”

POLICY AND PROCEDURE:

In addition to sales tax, the city also has a use tax that is simultaneously collected with all sales tax collections and levied at the same rate as sales taxes levied. City’s use tax is set out in Article 10-8 of Chapter 10 of Lawton City Code.

Section 10-8-802 titled “Levy of use tax – Tax Rate” of Article 10-8, Chapter 10 of Lawton City Code states:

There is hereby levied an excise tax on the storage, use or other consumption within this municipality, and there shall be paid by every person storing, using or otherwise consuming within this municipality, tangible personal property, purchased or brought into this municipality, **at the same rate levied by the city on all sales taxable under the Oklahoma Sales Tax Code** of the purchase price of such property; provided that the tax levied hereunder shall only be assessed against property purchased outside Oklahoma. The tax levied hereunder shall not be levied against tangible personal property intended solely for use outside this municipality, but which is stored in this municipality pending shipment outside this municipality or which is temporarily retained in this municipality for the purpose of fabrication, repair, testing, alteration, maintenance or other similar service. Any person liable for payment of the tax authorized herein, may deduct from such tax any local or municipal sales tax previously paid on such goods or services; provided, that the amount deducted shall not exceed the amount that would have been due if the taxes imposed by the municipality had been levied on the sale of such goods or services. [Emphasis added.]

Section 10-8-804 titled “Purpose of use tax revenues – Disposition of proceeds” of Article 10-8, Chapter 10 of Lawton City Code states:

- A. It is hereby declared that the purpose of this article, and the use tax levied hereunder, is for the provision of revenue for the **support of the general operations of the municipal government of the city**. [Emphasis added.]
- B. All revenues and proceeds derived from the tax levied under this article shall be deposited and credited to the city’s general fund, and thereafter appropriated and expended according to law.

WHEREAS the Lawton City Council has previously adopted Resolution No. 24-126 as a “Resolution of Intent,” which, among other things, outlines the various projects that the city council intends to fund with PROPEL 2040 Sales Tax proceeds. From time to time the city council repeals and replaces its resolution of intent with a new one. This was done on December 10, 2024, when Resolution No. 24-126 was repealed and replaced with Resolution 24-278. The city council finds that projects listed in its various resolutions of intent constitute projects for the support of the general operations of the municipal government of the city.

WHEREAS, the PROPEL 2040 projects were planned to be funded using revenue from both the PROPEL 2040 Sales Tax and the use tax levied and collected in connection with the PROPEL 2040 Sales Tax at the same percentage as the PROPEL 2040 Sales Tax. Without this allocation of a portion of the use tax, there will be insufficient funds for the PROPEL 2040 projects.

NOW THEREFORE BE IT RESOLVED through this policy, the city council hereby directs staff, in addition to allocating to Propel 2040 projects the revenue from the tax of two and one-eighth percent (2.125%) sales tax (the “PROPEL 2040 Sales Tax”) approved by the citizens of Lawton, which is done outside of this policy, to also allocate to Propel 2040 projects the City’s Use Tax that is collected and levied in connection with the PROPEL 2040 Sales Tax collected for the PROPEL 2040 projects at the same percentage as the PROPEL 2040 Sales Tax from the city’s annual use tax revenue. Specifically, it is the intent of this policy that the amounts collected from the use tax levied and collected in connection with the PROPEL 2040 Sales Tax at the same percentage of two and one-eighth percent (2.125%) as the PROPEL 2040 Sales Tax also be allocated to Propel 2040 projects. This directive for use tax allocation shall commence for applicable use tax revenue received beginning October 2024 and continue thereafter until this policy is amended or repealed by city council.

EXHIBITS: None

REFERENCES: None

EFFECTIVE DATE: October 1, 2024

RESPONSIBLE DEPT: Finance Department

Approved by the Lawton City Council this ____ day of January, 2025.

STANLEY BOOKER, MAYOR

Approved as to form and legality this ____ day of January, 2025

JOHN R. ANDREW, CITY ATTORNEY



City of Lawton

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

Commentary

File #: 25-0056

Agenda Date: 1/28/2025

Agenda No: 28.

ITEM TITLE:

Discuss the formation of the Streets, Bridges, Building, and Development Review Committee, conflicts with existing committees and commissions, and provide direction to staff on future action to establish the Streets, Bridges, Building, and Development Review Committee and eliminate conflicts in City Code.

INITIATOR: City Attorney John Andrew

INFORMATION SOURCE: City Attorney John Andrew

BACKGROUND: Discuss the formation of the Streets, Bridges, Building, and Development Review Committee, conflicts with existing committees and commissions, and provide direction to staff on future action to establish the Streets, Bridges, Building, and Development Review Committee and eliminate conflicts in City Code.

EXHIBIT: PowerPoint Presentation

KEY ISSUES: N/A

STAFF RECOMMENDED COUNCIL ACTION: Take any action the Council deems necessary.



Streets, Bridges, Building, and Development Committee

- ▶ Take over Traffic Commission Duties
- ▶ Promote Development within City Limits



Building
Code
Appeals
Commission



Accepts appeals regarding
Code interpretation



Helps to reduce liability



Established in Building Code



City of Lawton

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

Commentary

File #: 25-0061

Agenda Date: 1/28/2025

Agenda No: 29.

ITEM TITLE:

Receive a presentation from the City Prosecutor on the current Dangerous Dog issue that continues to plague the city and if necessary direct staff to take appropriate action.

INITIATOR: John Andrew, City Attorney

STAFF INFORMATION SOURCE: Alan Rosenbaum, Assistant City Attorney/City Prosecutor

BACKGROUND: The City is experiencing an increase in attacks by Pit Bull dogs causing serious injuries to citizens. Pit Bulls have caused over 90% of injuries in the past 15 years.

EXHIBIT: Power Point Presentation

Photos (on file in City Clerk's Office)

KEY ISSUES: N/A

FUNDING SOURCE: N/A

STAFF RECOMMENDED COUNCIL ACTION: Receive a presentation from the City Prosecutor on the current Dangerous Dog issue that continues to plague the city and if necessary direct staff to take appropriate action.

**CITY OF LAWTON
PROSECUTOR'S OFFICE
LEGAL SERVICES DIVISION**

DANGEROUS DOGS

WHAT ARE DANGEROUS ANIMALS ?

LAWTON CITY CODE 5-2-201 – Definitions

A. As used in this article, the following terms shall have the meanings respectively ascribed to them in this section

1. "Dangerous animal" means any animal that:

- a. Has *inflicted severe injury on a human being or another animal without provocation on public or private property*, or
- b. *Endangers the safety of humans or other animals by aggressively attacking in an apparent attempt to inflict severe injury*, or

c. Animals *shall not be declared dangerous if the threat, injury or damage was sustained by a person who, at the time, was unlawfully present upon the premises occupied by the owner or keeper of the animal, or was tormenting, abusing, or assaulting the animal or was committing or attempting to commit a crime under any federal, state or local law.* For the purpose of this article, a person is considered to be lawfully present upon the property of an animal owner or keeper when he is on such property in the performance of any duty imposed upon him by the laws of the state, or by the laws of the United States, or the postal regulations of the United States, or when reading meters, or making repairs to any public utility or service located on the premises, or when working on said property at the request of the owner, keeper or any tenant having a lease upon any portion of said property, or when on such property upon the invitation, expressed or implied, of the owner, keeper or lessee of such property;

2. "Provoke" or "provocation" means, with respect to an attack by an animal, that the animal was hit, kicked, agitated by teasing or struck by a person with an object or part of a person's body or that any part of the animal's body is pulled, pinched, or squeezed by a person;

3. "Severe injury" means any physical injury that reasonably results in hospitalization or medical treatment;

YEAR	CASES	# DOGS
2009	4	4
2010	37	34
2011	26	37
2012	32	33
2013	9	9
2014	17	24
2015	18	18
2016	4	5
2017	15	16
2018	20	24
2019	21	26
2020	11	24
2021	21	21
2022	28	29
2023	9	22
2024	13	22
	285	348

CURRENT STATUS OF OPERATIONS

1. There are 3 separate investigations currently on-going involving a total of 29 Pitt Bull dogs
2. One of these investigations involves a “puppy mill” operation where the owners are breeding and advertising for sale “fighting Pit Bulls”.
3. This operation was uncovered when Federal and State Officers served a search warrant at an address here in Lawton and were unable to gain entry due to the viciousness of the Pit Bulls in the house. They contacted Lawton Animal Welfare and the ACO’s were finally able to seize, control and take the dogs to the Lawton Animal Shelter.
4. Three “catch poles” were damaged by the dogs during the seizure.
5. Dangerous Dog proceedings are on-going but have been delayed by the recent increase in Dangerous Dog activities. The owners of the dogs are in Jail awaiting Federal Charges for different criminal activities.
6. Meanwhile the dogs are in the Lawton Animal Shelter having puppies and endangering the staff.
7. In another case, a current ACO was required to undergo serious surgeries to her hand and arm due to being attacked by a Pit Bull she was trying to capture and take to the Shelter.
8. Recently, on 1/15/2025, two (2) Dangerous Dog Petitions were heard in Municipal Court wherein three (3) dogs were found to be dangerous and were ordered to be euthanized.
9. Another Dangerous Dog Petition is filed with a hearing set for 1/29/2025
10. More detailed information can be provided by Cliff Blasengame, the current Animal Welfare Director.

FAQ'S

1. IS THERE A SPECIFIC BREED OF DOG WHICH CAUSES THE MOST INJURIES?

Yes. The American Staffordshire Terrier (Pit Bull) and mixes of this breed caused over 90% of the attacks listed herein.

2. IS THERE A SPECIFIC AGE GROUP WHO ARE VICTIMS?

No. Victims have been from 3 years to 84 years of age.

3. ARE THERE PRIMARY CAUSES OR REASONS WHICH CONTRIBUTE TO THE ATTACKS?

Yes. A. Poor fencing and enclosures

B. Lack of supervision and control by the dog owner

C. Lack of appropriate disciplining by the dog owner

D. Propensities of the Breed

4. SOLUTIONS?

Yes. A. Lawful ban of Pit Bulls within the City Limits if legal approval can be obtained

B. Increased involvement by LPD to identify owners of banned breed during normal operations and assist ACO's with confiscation as needed

C. Hire 2-3 additional Animal Control Officers (ACO's)

D. Increased Public awareness of dangers and preventative measures such as repellent sprays and walking sticks

E. Awareness briefings to Lawton Public Schools and bus drivers (some attacks occur against children walking home from school bus stops)



City of Lawton

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

Commentary

File #: 25-0030

Agenda Date: 1/28/2025

Agenda No: 30.

ITEM TITLE:

Receive a report from the Lawton Police Department on data related to burglaries within the City of Lawton, discuss matters related to the Lawton Police Department, and take action as deemed necessary.

INITIATOR: Chief of Police, James T. Smith

STAFF INFORMATION SOURCE: Chief of Police, James T. Smith

BACKGROUND: The Lawton Police Department will provide the City Council with an overview related to burglaries within the City of Lawton. This discussion aims to address key issues, identify areas for improvement, and support the department's efforts in serving the community effectively.

EXHIBIT: N/A

KEY ISSUES: N/A

FUNDING SOURCE: N/A

STAFF RECOMMENDED COUNCIL ACTION: Receive a report from the Lawton Police Department on data related to burglaries within the City of Lawton, discuss matters related to the Lawton Police Department, and take action as deemed necessary.



Burglary Data

Lawton, OK

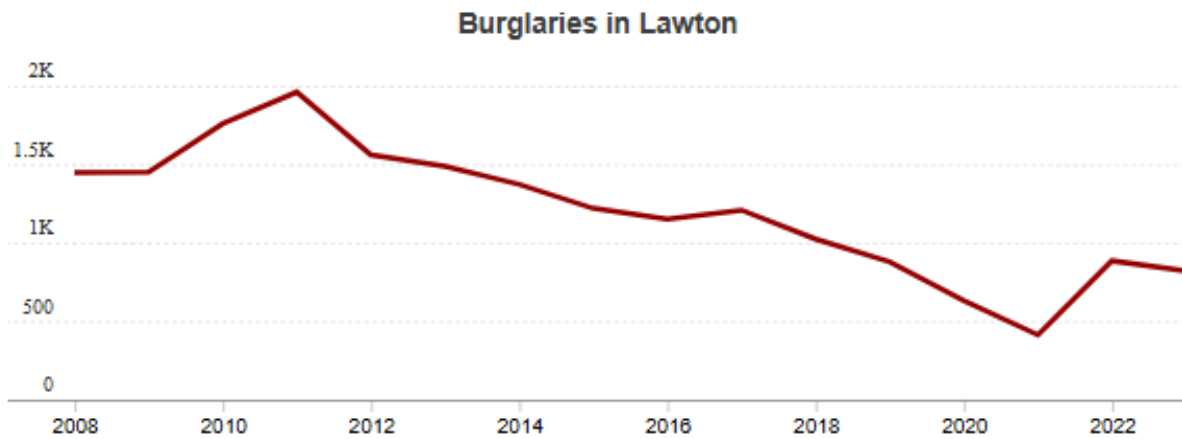
A review of the burglary crimes in Lawton, Oklahoma was conducted by the Lawton Police Department. In 2022, 844 burglaries were reported, a 9.7 per capita. In 2023, 818 burglaries were reported, a 9.1 per capita. In 2024, 839 burglaries were reported. Comparing the past 10 years, in 2013, 1,485 burglaries were reported. Lawton has experienced a 43.5% reduction in burglaries, comparing 2013 to 2024. Comparing 2022 and 2023, a 3.1% reduction in burglary crimes occurred. Comparing 2023 to 2024, a 2.5% increase in burglary crimes occurred.

These numbers are based off of calls received by citizens, incident reports generated by the Lawton Police Department and reported to the OSBI/FBI. Per capita is figured by the City of Lawton population for each respective year.

Burglary Data

Lawton, OK

Burglaries		
Year	# Reported	Per Capita (1,000)
2013	1,485	15.4
2014	1,371	14.2
2015	1,218	12.7
2016	1,151	12.3
2017	1,207	12.8
2018	1,023	11
2019	877	9.3
2020	632	6.9
2021	411	4.5
2022	844	9.73
2023	818	9.06
2024	839	*



Data from fbi.gov via Data Commons

* U.S. Census data is not yet available for 2024.

Sources Cited

1. FBI.gov
2. Datacommons.org
3. Lawton Police Department Incident Reports



City of Lawton

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

Commentary

File #: 24-2133

Agenda Date: 1/28/2025

Agenda No: 31.

ITEM TITLE:

Receive a report on the use of Fluoride in Lawton's drinking water.

INITIATOR: Rusty Whisenhunt, Director of Public Utilities

STAFF INFORMATION SOURCE: Rusty Whisenhunt, Director of Public Utilities

BACKGROUND: Staff will brief council on how fluoride is used in the water treatment process as well as an overview of its benefits and potential drawbacks.

EXHIBIT: Fluoride presentation

KEY ISSUES: N/A

FUNDING SOURCE: N/A

STAFF RECOMMENDED COUNCIL ACTION: Receive a report on the use of Fluoride in Lawton's drinking water.



Public Utilities

Fluoride Usage in Water Treatment

What is Fluoride

- Fluoride, a mineral, is naturally present in water, soil, many foods, other sources and is available as a dietary supplement. Fluoride is the ionic form of the element fluorine, and it inhibits or reverses the initiation and progression of dental caries (tooth decay) and stimulates new bone formation [1].
- Soil, water, plants, and foods contain trace amounts of fluoride. Most of the fluoride that people consume comes from fluoridated water, foods and beverages prepared with fluoridated water, and toothpaste and other dental products containing fluoride [2,3].

Benefits

Water fluoridation is the best method for delivering fluoride to all members of the community, regardless of age, education, income level or access to routine dental care. Fluoride's effectiveness in preventing tooth decay extends throughout one's life, resulting in fewer — and less severe — cavities. In fact, each generation born over the past 70 years has enjoyed better dental health than the one before it.

- Historically the range of 0.7 to 1.25mg/L was maintained to reduce the prevalence and incidence of dental cavities in primary and permanent teeth and was low enough not to cause dental fluorosis.
- In recognition of the impact that water fluoridation has had on the oral and general health of the public, in 1999, the Centers for Disease Control and Prevention (CDC) named fluoridation of drinking water as one of ten great public health achievements of the 20th century.

Drawbacks

Hydrofluorosilicic Acid is very acidic chemical with a pH in the 1.2 to 2.0 SU range. All chemical safety practices must be strictly enforced to skin and eye contact.

Prior to working with Hydrofluorosilicic Acid all employees are required to be trained on its proper handling and storage.

- Dental fluorosis is a change in the appearance of the tooth enamel that only occurs when younger children consume too much fluoride, from all sources, over long periods when teeth are developing under the gums.
- In 2015, the U.S. Department of Health and Human Services (HHS), using the best available science, established the recommended concentration for fluoride in the water in the United States at 0.7mg/L.¹⁷ This level effectively reduces tooth decay while minimizing dental fluorosis.

Usage and Cost

MPWTP adds Hydrofluorosilicic acid (HFS) to maintain a 0.7mg/L fluoride residual in or drinking water. This residual is below all limits set by the EPA.

- The U.S. Public Health Service (USPHS) updated its 1962 Drinking Water Standards related to community water fluoridation to establish a single value of 0.7 mg/L as the optimal concentration of fluoride in drinking water.
- This concentration provides the best balance of protection from tooth decay while limiting the risk of dental fluorosis.¹

MPWTP Budgets approximately \$29,000 per year for fluoride costs.

- Receiving approximately two (2) semi-truck loads of Hydrofluorosilicic acid (HFS) per fiscal year.
- With a chemical weight of 45,000 pounds each.
- Current cost of \$0.31 per pound.



City of Lawton

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

Commentary

File #: 25-0013

Agenda Date: 1/28/2025

Agenda No: 32.

ITEM TITLE:

Provide City Council with an update on the Monthly Sales Tax Revenue for the month of December reporting.

INITIATOR: Rebecca Johnson, Finance Director

STAFF INFORMATION SOURCE: Rebecca Johnson, 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 Sales Tax Revenue for the month of December reporting.

EXHIBIT: Excel Graph

KEY ISSUES: Lawton, Oklahoma's Capital Improvement Projects (CIP) are funded through sales tax. Lawton's sales tax rate is 4.13%, which includes state, county, and city taxes. 2.125% of the sales tax in Lawton goes into a fund for CIP projects. CIP projects include improvements to streets and bridges, water and sewer lines, building renovations, public safety investments, and a proposed STEM facility.

In August 2024, voters approved extending the CIP tax from 2034 to 2040. The extension makes one cent of the tax permanent, with half a cent for water and sewer, a quarter cent for parks, and a quarter cent for streets and bridges.

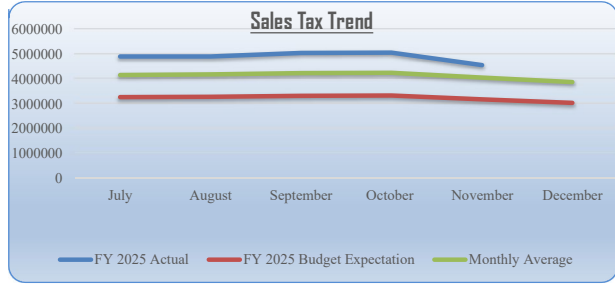
Lawton is dependent on sales tax revenue because Oklahoma state law only allows ad valorem tax for certain uses, like CIP projects. The city also doesn't have access to property tax for operations.

FUNDING SOURCE: Report only no funding required.

STAFF RECOMMENDED COUNCIL ACTION: Report only no action required.

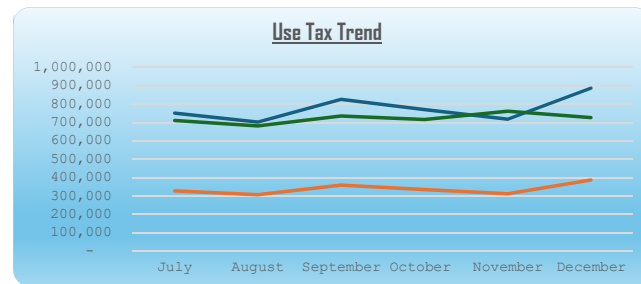
TOTAL SALES TAX COLLECTIONS

Month	Budget Expectatons	Monthly Average	FY 2025 Actual
July	3,267,783	4,169,677	4,914,849
August	3,289,524	4,197,419	4,924,854
September	3,326,666	4,244,812	5,059,509
October	3,338,888	4,260,406	5,075,450
November	3,184,486	4,063,390	4,562,763
December	3,038,678	3,877,340	5,251,275
January			
February			
March			
April			
May			
June			



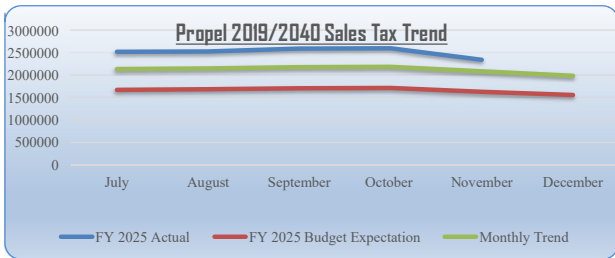
TOTAL USE TAX COLLECTIONS

Month	Budget Expectatons	Monthly Average	FY 2025 Actual
July	751,266	327,199	711,571
August	702,182	305,821	680,828
September	825,972	359,735	736,567
October	770,284	335,482	716,524
November	717,884	312,660	761,563
December	887,666	386,605	726,685
January			
February			
March			
April			
May			
June			



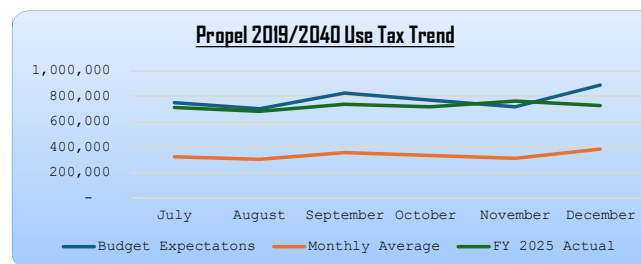
PROPEL 2019 SALES TAX COLLECTIONS

Month	Budget Expectatons	Monthly Average	FY 2025 Actual
July	1,683,403	2,148,015	2,531,892
August	1,694,603	2,162,307	2,537,046
September	1,713,737	2,186,721	2,606,414
October	1,720,033	2,194,755	2,614,626
November	1,640,493	2,093,262	2,350,514
December	1,565,380	1,997,418	2,705,202
January			
February			
March			
April			
May			
June			



PROPEL USE TAX COLLECTIONS

Month	Budget Expectatons	Monthly Average	FY 2025 Actual
July	751,266	327,199	711,571
August	702,182	305,821	680,828
September	825,972	359,735	736,567
October	770,284	335,482	716,524
November	717,884	312,660	761,563
December	887,666	386,605	726,685
January			
February			
March			
April			
May			
June			





City of Lawton

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

Commentary

File #: 23-991

Agenda Date:

Agenda No: 33.

ITEM TITLE:

Provide City Council with an update on the FY 2024 Audit Process.

INITIATOR: Rebecca Johnson, Finance Director

STAFF INFORMATION SOURCE: Rebecca Johnson, 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 2024 audit process.

EXHIBIT: None

KEY ISSUES: How is staff progressing on the FY 2024 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 #: 25-0025

Agenda Date: 1/28/2025

Agenda No: 34.

ITEM TITLE:

Pursuant to Section 307B.4, Title 25, Oklahoma Statutes, consider convening in executive session to discuss 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 v. City of Lawton, et al, Case No. 5:23-cv-00284-G, and if necessary, take appropriate action in open session.

INITIATOR: Timothy Wilson, Deputy City Attorney

STAFF INFORMATION SOURCE: Timothy Wilson, Deputy City Attorney

BACKGROUND: The Deputy 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 v. City of Lawton, et al, Case No. 5:23-cv-00284-G, and if necessary, take appropriate action in open session.

EXHIBIT: N/A

KEY ISSUES: N/A

FUNDING SOURCE: N/A

STAFF RECOMMENDED COUNCIL ACTION: Convene in executive session to discuss 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 v. City of Lawton, et al, Case No. 5:23-cv-000284-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 #: 25-0042

Agenda Date: 1/28/2025

Agenda No: 35.

ITEM TITLE:

Pursuant to Section 307B.4, Title 25, Oklahoma Statutes, consider convening in executive session to discuss a possible pending action concerning a HOME Program Report received from U.S. Department of Housing and Urban Development to the City of Lawton on January 10, 2025, and if necessary, take action in open session.

INITIATOR: John Andrew, City Attorney

STAFF INFORMATION SOURCE: Charlotte Brown, Community Services Director
John Andrew, City Attorney

BACKGROUND: The City Attorney desires to discuss with the Mayor and Council a possible pending action concerning a HOME Program Finding Report received from the U.S. Department of Housing and Urban Development to the City of Lawton on January 10, 2025. The 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 action will seriously impair the ability of the City to protect the City's interest and from that determination, the Council should convene in executive session to discuss this matter.

EXHIBIT: N/A

KEY ISSUES: N/A

FUNDING SOURCE: N/A

STAFF RECOMMENDED COUNCIL ACTION: Convene in executive session to discuss a possible pending action concerning a HOME Program Finding Report received from U.S. Department of Housing and Urban Development to the City of Lawton on January 10, 2025, 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 #: 25-0057

Agenda Date: 1/28/2025

Agenda No: 36.

ITEM TITLE:

Pursuant to Section 307B.4, Title 25, Oklahoma Statutes, consider convening in executive session to discuss litigation in the case Donna L. Raite v. City of Lawton and City of Lawton Public Works Administration, CJ-2022-177, and, if necessary, take appropriate action in open session.

INITIATOR: John Andrew, City Attorney

STAFF INFORMATION SOURCE: Garrett Lam, Assistant City Attorney

BACKGROUND: The City Attorney desires to discuss with the Mayor and Council litigation in the case Donna L. Raite v. City of Lawton and City of Lawton Public Works Administration, CJ-2022-177, and, if necessary, take appropriate action in open session. The City Attorney advises the City Council that the Council should determine that disclosure of confidential communication between the Council and the City Attorney regarding the above referenced action will seriously impair the ability of the City Attorney to protect the City's interest, and from that determination, the Council should convene in executive session to discuss this matter.

EXHIBIT: N/A

KEY ISSUES: N/A

FUNDING SOURCE: N/A

STAFF RECOMMENDED COUNCIL ACTION: Convene in executive session to discuss litigation in the case Donna L. Raite v. City of Lawton and City of Lawton Public Works Administration, CJ-2022-177, 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 #: 25-0064

Agenda Date: 1/28/2025

Agenda No: 37.

ITEM TITLE:

Pursuant to Section 307B.4, Title 25, Oklahoma Statutes, consider convening in executive session to discuss a pending claim for potential litigation against the real property owners of the demolished nursing home located at 1301 NW Andrews Avenue, and take appropriate action in open session.

INITIATOR: John Andrew, City Attorney

STAFF INFORMATION SOURCE: John Andrew, City Attorney; Timothy Wilson, Deputy City Attorney; Charlotte Brown, Community Services Director

BACKGROUND: The City Attorney, Deputy City Attorney, and Community Services Director desire to discuss with the Mayor and Council a pending claim for potential litigation against the real property owners of the demolished nursing home located at 1301 NW Andrews Avenue, and take appropriate action in open session. The City Attorney advises the City Council that the Council should determine that disclosure of confidential communications between the Council and the Attorney/Community Services Director regarding the above referenced action will seriously impair the ability of the City to protect the City's interest, and from that determination, the Council should convene in executive session to discuss this matter.

EXHIBIT: N/A

KEY ISSUES: N/A

FUNDING SOURCE: N/A

STAFF RECOMMENDED COUNCIL ACTION: Convene in executive session to discuss a pending claim for potential litigation against the real property owners of the demolished nursing home located at 1301 NW Andrews Avenue, and take appropriate action in open session.



City of Lawton

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

Commentary

File #: 23-1099

Agenda Date:

Agenda No: 38.

ITEM TITLE:

Pursuant to Section 307B.1, Title 25, Oklahoma Statutes, consider convening in executive session to review the employment of John Ratliff as City Manager, and in open session take other action as necessary.

INITIATOR: City Council

STAFF INFORMATION SOURCE: N/A

BACKGROUND: The City Council should meet in executive session to discuss the performance of John Ratliff, City Manager, and take action in open session if necessary.

EXHIBIT: None

KEY ISSUES: None

FUNDING SOURCE: N/A

STAFF RECOMMENDED COUNCIL ACTION: Convene in executive session to review the performance of John Ratliff as City Manager and take action in open session if necessary.