



City of Lawton

City Council

Agenda

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

Tuesday, December 3, 2024

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:

True North Award: Kobe Humble, Deputy City Clerk

Employee Spotlight Award: Michelle Crouse- Benefits Coordinator, Human Resources

Mayoral Citation: Joshua Smith

REPORTS: MAYOR/CITY COUNCIL

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 Aurora Navas in the amount of \$304.11. [24-2141](#)
Attachments: [DC-2024-052, Navas, Aurora Memorandum](#)

2. Consider the following four (4) damage claims recommended for denial: Anna Boen in the amount of \$6,710.39, Joyce Richardson in the amount of \$7,979.78, Rafael Serrano in the amount of \$1,959.15, and Southwestern Bell dba AT&T in the amount of \$9,431.61. [24-2130](#)
Attachments: [DC-2024-054, Boen, Anna Memorandum](#)
[DC-2024-056, Richardson, Joyce Memorandum](#)
[DC-2024-053, Serrano, Rafael Memorandum](#)
[DC-2024-055, SWBell dba ATT Memorandum](#)

3. Consider adopting a resolution approving the joint petition settlement in the amount of \$23,328.00 and making payment in the workers' compensation claim of Kevin Hardzog. [24-2131](#)
Attachments: [Hardzog WC Resolution](#)

4. Consider approving a resolution amending the City of Lawton FY25 Budget, as amended, by appropriating \$4,173.27 from the Special Revenue Fund to the Lawton Police Department's CID Travel and Training Account. [24-2129](#)
Attachments: [12.03.24 Police Training Fund Resolution](#)

5. Consider approving a resolution amending the City of Lawton FY25 Budget, as amended, by appropriating \$2,000,000.00 to the Capital Improvement Projects Fund for the Rogers Lane I-44 to US-62 Lighting Project. [24-2135](#)
Attachments: [12.03.24 Rogers Lane Lighting Resolution](#)

6. Consider approving a Professional Services Agreement for Insurance Broker Services with INSURICA Insurance Services, LLC. [24-2117](#)
Attachments: [City of Lawton 2025 INSURICA Service Agreement 10 21 24 - Clean](#)
[City of Lawton 2025 INSURICA Service Agreement Tracked](#)

7. Consider approving a request to enter into a memorandum of understanding with the Tillman County Sheriff's Office and the City of Lawton authorizing the utilization of the Lawton Police Department's Training Facility to train their new officers in the Council of Law Enforcement and Training's Basic Academy (CLEET) which has been authorized by formal board action. [24-2140](#)
Attachments: [CLEET MOU - Tillman County Sheriff 2024](#)

8. Consider approving an agreement (statement of work) with CivicPlus for an initial term of 12 months in the amount of \$90,133.27 for agenda management software, open records request software, and a municipal website solution; said agreement may be renewed thereafter by mutual [24-2156](#)

agreement of the parties subject to an annual rate escalation.

Attachments: [Lawton OK - Bundle Quote 30-70 Billing with TIPS](#)

9. Consider a professional services agreement with FORVIS MAZARS, LLP (FORVIS) for the City's annual auditing services for FY 2023-2024, including the City's required single audit of expenditures from federal financial awards. [24-2160](#)

Attachments: [FORVIS MAZARS Contract 12.03.2024](#)

10. Consider extending contract CL24-009 Nuisance Abatement with Sonrise Adult & Teen Challenge of Cache, Ok [24-2145](#)

Attachments: [Department Recommendation](#)
[Vendor Extension Form](#)
[Original Contract](#)

11. Consider awarding a contract in the amount of \$1,917,525.00 to Southwest Water Works, LLC, for the construction of the Industrial Water Main Extension Phase II Project PU2412 to provide water service for additional growth in the industrial park area. [24-2164](#)

Attachments: [Recommendation of Award](#)
[Bid Tabulation](#)
[Contract and Bonds unsigned](#)

12. Consider ratifying the City Manager's decision to issue an RFP for Wastewater Treatment Operations. [24-2154](#)

13. Consider accepting EN2004A GMP No. 1 - Early Paving Package and HVAC and releasing the remaining portion of retainage on that phase of the project, thereby placing the Maintenance Bond into effect for that phase of the project. [24-2096](#)

Attachments: [0126a Maintenance bond pt2 recd 24.10.29](#)
[EN2004A GMP1 PA11 RECOMMENDED](#)
[City of Lawton Early Site Conditional Final Lien Release](#)

14. Consider and acknowledging receipt of permit number WL000016240810 for the construction of PU2412 West Industrial Water Main Extension Phase 2 Project from the Oklahoma Department of Environmental Quality. [24-2163](#)

Attachments: [Lawton_WL240810_Permit_KD_e](#)

15. Consider accepting the record drawings and maintenance bond for the offsite improvements modifying the traffic control system and adding a left turn lane on NW Sheridan Road, just south of NW Lake Ave, to serve the Braum's property located at 151 NW Sheridan and take appropriate action as deemed necessary. [24-2172](#)

Attachments: [Record Drawings Braums Sheridan Road](#)
[Letter of Certification by Engineer](#)
[Maintenance Bond with wrong effect date](#)
[11.14.2024 CPC Minutes](#)

16. Consider approving the record drawings and maintenance bond for the 8-inch sanitary sewer line located on the west side of SW Brentwood Blvd, to serve a Dollar General located at 7010 SW Lee Blvd, Lawton, OK 73505, and take appropriate action as deemed necessary. [24-2175](#)

Attachments: [Dollar General As-Built Drawing Submitted 10-04-2024](#)
[Maintenance Bond - Dollar General sewer line](#)
[11.14.2024 CPC Minutes](#)

17. Consider a request to pay a fee in lieu of onsite stormwater detention for the residence located at 4975 SE 60th Street in the amount of \$383.80 [24-2181](#)

Attachments: [4975 SE 60th Street Fee-in-Lieu of Detention Request](#)
[4975 SE 60th Street Site Plan](#)
[4975 SE 60th Street Survey](#)
[Site Review - 4975 SE 60th Street Fernandez House 2024](#)
[SKM_C300i24112509260](#)
[SM Memo - Fee-in-lieu of Detention 4975 SE 60th Street](#)

18. Consider authorizing the City Manager to designate Christine James, Planning Director, to act as the City of Lawton's agent to facilitate the purchase of easements required from the Commissioners of the Land Office for the Fisher59 project to be located in the Airport Industrial Park. [24-2169](#)

Attachments: [Esmt Application Commissioners of the Land Office](#)

19. Consider approving the Claims List for November 12, 2024 through November 26, 2024. [24-2170](#)

Attachments: [Claims List 11.12.24 - 11.26.24](#)

20. Consider approving appointments to boards and commissions. [24-2177](#)

Attachments: [Board Appointments- 12.03.2024](#)

BUSINESS ITEMS:

21. Consider holding a public hearing and approving an Ordinance pertaining to Planning and Zoning amending Sections 18-5-8-580 and 18-5-9-591, Division 18-5-8, Article 18-5, Chapter 18, Lawton City Code, 2015 by allowing P-F Public Facilities permitted uses within a C-1 Local Commercial District and within a C-2 Planned Neighborhood Shopping Center District, providing for severability, establishing an effective date and allowing for floor amendments if necessary. [24-2152](#)

Attachments: [P-F 18 5 7 571 Uses permitted.](#)
[C-1 and C-2 Uses 18 5 8 580 Uses permitted.](#)
[Ord 24- P-F within C-1 and C-2](#)
[Ord 24- P-F within C-1 and C-2 CLEAN](#)
[ExecutedNewspaper Notice PF Code Change](#)
[11.14.2024 CPC Minutes](#)

22. Consider whether to approve the property owner to continue remodeling the structure located at 1708 SW A Avenue, per Section 6-1-1-108 Section D that states after 180 days the property will go back to City council for specific authorization by the Council. [24-2128](#)

Attachments: [Photos of Structure](#)

23. Discuss the previously declared dilapidated property located at 1303 NW Laird Avenue and provide direction to staff as appropriate. [24-2155](#)

24. Consider authorizing the expenditure of funds from Councilman Kelly Harris' Ward Fund for the purchase and installation of four (4) additional Flock cameras to be strategically located in Ward 2. The specific placement of the cameras will be determined by the Lawton Police Department, based on their assessment of the most effective locations for crime prevention and public safety monitoring. [24-2148](#)

25. Consider an ordinance pertaining to utilities, amending Section 22-1-2-115, Division 22-1-2, Article 22-1, Chapter 22, Lawton City Code 2015, relating to deposits by clarifying acceptable forms of deposits for utility service and adjusting the rate of commercial deposits for utility service, providing for severability and establishing an effective date. [24-2173](#)

Attachments: [Peer 6 Research Commercial Water Deposit](#)
[Deposits - charges against deposit 22-1-2-115](#)

26. Consider a resolution amending Appendix A, Chapter A-22, Article A-22-1, Schedule of Fees and Charges, Lawton City Code, 2015 by including the utility and landfill deposits in the Fee Schedule. [24-2174](#)

Attachments: [UB Commercial Deposit RESOLUTION NO](#)

STAFF REPORTS:

27. Provide City Council with an update on the FY 2023 and FY 2024 Audit Process. [23-991](#)

28. Receive a report from the Lawton Police Department on the data and statistics related to violent and property crimes within the City of Lawton. [24-2149](#)

Attachments: [2018-2023 Lawton OK Violent Crime and Property Crime Data](#)

EXECUTIVE SESSION ITEMS:

29. Pursuant to Section 307B.4, Title 25, Oklahoma Statutes, consider convening [24-2153](#)

in executive session to discuss a pending action with Oklahoma Department of Environmental Quality concerning a Notice of Violation issued by ODEQ to the City on November 15, 2024, in relation to the City of Lawton Wastewater Treatment Facility, NOV No. S-11303-24-3, and, if necessary, take appropriate action in open session.

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 #: 24-2141

Agenda Date: 12/3/2024

Agenda No: 1.

ITEM TITLE:

Consider approving one (1) damage claim (recommended for approval) and authorizing payment for Aurora Navas in the amount of \$304.11.

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.

Aurora Navas: Claim in the amount of \$304.11 for a cabinet

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-2024-052

TO: Mayor and Council

FROM: Garrett Lam
Assistant City Attorney 

DATE: October 16, 2024

MEETING: November 12, 2024

RE: Damage claim of Aurora Navas
1432 Danielle Creek Drive
Little Elm, Texas 75068

Submitted in the amount of \$1,800.00 on September 4, 2024

RECOMMENDATION: Approval in the reduced amount of \$304.11

BASIS OF CLAIM: Aurora Navas is the property owner of 4517 NW Cheyenne Avenue, Lawton, Oklahoma. Ms. Navas alleges on August 19, 2024, she was in the process of sanding and painting the kitchen cabinets, and the interior doors. She claims to have left them on the back patio and states when she returned to the house sometime later, someone from the City of Lawton broke the chain and lock and removed everything from the back patio. Ms. Navas is seeking \$400.00 for three bedroom doors, \$600.00 for three closet doors and \$800.00 for three kitchen cabinets.

DATE OF DAMAGE: November 15, 2023

FACTS: According to Aurora Navas, she has been actively working on remodeling the house located at 4517 NW Cheyenne Avenue, when she received the notice of violation 15-2-201, dated May 14, 2024, stating corrective action: REMOVE ALL TALL GRASS AND WEEDS FROM ENTIRE PROPERTY, she mowed the grass and continued with the remodel. She was in the process of repainting the interior cabinets and doors that were on the back porch. She was never notified of any further violations until she received an invoice from Neighborhood Services dated August 28, 2024, in the amount of \$229.95 for abatement costs. She states that she was not issued any other notices of violation or citations for any violations. With her claim she provided before and after pictures of the kitchen remodel.

According to Neighborhood Services records, on May 14, 2024, a City of Lawton, Code Enforcement Officer, Kayla Watkins, issued a notice of violation 15-2-201 – Accumulation of Trash and/or Weeds Unlawful for 4517 NW Cheyenne Avenue, Lawton, Oklahoma. The notice was mailed on May 15, 2024, to Carlos Arriaza and Aurora Navas, 1432 Danielle Creek Dr., Little Elm, Texas. The notice specifically stated REMOVE ALL TALL GRASS AND WEEDS FROM ENTIRE PROPERTY. On May 28, 2024, when the Code Enforcement Officer returned to 4517 NW Cheyenne Avenue, to check the status of the grass/weeds and the yard had been mowed. She found carpet, panels, miscellaneous debris throughout the front and back yard and took pictures for the file. When she returned to the office, she requested a work order to be issued to remove the debris from the front and back yard. On August 15, 2024, (2 ½ months

later) an abatement work order was issued by Neighborhood Services to the City's contractor, with the instructions to remove junk (carpet, broken window frame, and plastic) from property (front/back). Providing photos to the contractor is not neighborhood services policy. On August 19, 2024, the contractor took photos of the back porch and removed what appears to be one kitchen cabinet, three cabinet drawers, wood, paint buckets, a kitchen sink and miscellaneous items. The six doors Ms. Navas alleged were taken could not be seen in the photographs. It appears the debris in the photos that the code enforcement officer took on May 28, 2024, was cleaned up before the contractor arrived to remove the items from the back porch. The contractor initialed off on the work order that he/she completed the abatement, the same day. On August 22, 2024, Code Enforcement Officer, Kayla Watkins, approved and initialed off on the abatement work order that the work order was complete.

LEGAL BASIS FOR APPROVAL 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, Oklahoma Statutes, §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. However, 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.

According to City of Lawton code 15-2-204 – Receipt of report – Notice of violation – Abatement notice – Appeal.

4. A statement that any subsequent accumulation of trash or weeds on the property occurring within a one-year period may be declared to be a nuisance and may be summarily abated by the city without further prior notice to the owner.

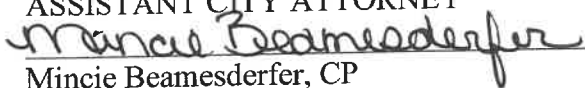
According to City of Lawton Code 15-2-202 – Citation issuance prior to abatement.

A. Once the required ten-day notice of the abatement notice has concluded, if the violation has not been resolved, a citation shall be written to the property owner or person otherwise in possession or control of any lot, tract or parcel of land situated wholly or in part within the corporate limits of the city in accordance with section 15-2-201 of this code.

This office recommends approval of this claim in the reduce amount of \$304.11, because in this instance:

1. Neighborhood Services did not put the claimant on notice of trash on the property after the initial notice that specifically stated removal of tall grass and weeds. The claimant abated the tall grass, prior to the code enforcement officer's return.
2. The contractor took photos of items that he removed from the property, which did not include any doors and only one cabinet base with drawers. Therefore, the recommended amount of \$304.11 would be for the amount of the cabinet that claimant purchased. It would also be recommended that Neighborhood Services reduce the abatement invoice to zero, since the claimant was not put on notice of a violation or given a citation, therefore, she did not have the opportunity to appeal the abatement.

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 #: 24-2130

Agenda Date: 12/3/2024

Agenda No: 2.

ITEM TITLE:

Consider the following four (4) damage claims recommended for denial: Anna Boen in the amount of \$6,710.39, Joyce Richardson in the amount of \$7,979.78, Rafael Serrano in the amount of \$1,959.15, and Southwestern Bell dba AT&T in the amount of \$9,431.61.

INITIATOR: City Attorney, John Andrew

STAFF INFORMATION SOURCE: Assistant City Attorney, Garrett Lam

BACKGROUND: The listed claims have been filed against the City of Lawton with the City Clerk. The claims have been investigated by the staff and legal opinions/recommendations have been prepared by the City Attorney's Office.

Anna Boen:	Claim in the amount of \$6,710.39 for vehicle repair
Joyce Richardson:	Claim in the amount of \$7,979.78 for vehicle repair
Rafael Serrano:	Claim in the amount of \$1,959.15 for motorcycle repair
Southwestern Bell/ATT:	Claim in the amount of \$9,431.61 for fiber cable repair

EXHIBIT: Legal Opinion/Recommendation

KEY ISSUES: N/A

FUNDING SOURCE: N/A


STAFF RECOMMENDED COUNCIL ACTION: Deny the claims listed above.



OFFICE OF THE CITY ATTORNEY

CLAIMS MEMORANDUM #DC-2024-054

TO: Mayor and Council

FROM: Garrett Lam
Assistant City Attorney 

DATE: October 28, 2024

MEETING: December 3, 2024

RE: Damage claim of Anna Boen
2504 SW Jefferson Avenue, Lot 2
Lawton, OK 73505

Submitted in the amount of \$6,710.39 on September 26, 2024

RECOMMENDATION: Denial

BASIS OF CLAIM: Claimant, Anna Boen, states on September 22, 2024, at approximately 7:30 p.m., she was traveling eastbound on SW Jefferson Avenue, in the heavy rain, and was attempting to go home. She turned to enter the Oak Tree Trailer Park, at 2504 SW Jefferson Avenue, and the road collapsed. The light on her dash came on indicating her tires were flat. Ms. Boen obtained an estimate for repair from Southwest Honda, in the amount of \$6,710.39, to replace four tires, three wheels, 4 TPMS sensors, alignment, front bumper, front under shield, and windshield.

DATE OF DAMAGE: September 22, 2024

FACTS: According to 911 Dispatch records, on Sunday, September 22, 2024, at 8:20 p.m. they received a call from an individual reporting that it looks like the road collapsed under a vehicle. Shortly after another call was made to dispatch that another vehicle was in the hole. A Lawton Police Officer was dispatched for a motorist assist for two (2) disabled vehicles at 8:29 p.m. and he arrived at 8:30 p.m. and cleared the call at 10:37 p.m. The dispatcher also dispatched a City employee from the Streets Division at 8:31 p.m. and they responded to the call and blocked off the area of street in question with signs and safety cones to warn the public of the hazard. According to Sewer Construction Superintendent, John Santos, Sewer Construction is in the process of a sewer main replacement project in the area to the west of 2504 SW Jefferson Avenue. Mr. Santos stated that he drove through and checked the area in question on Friday, September 20, 2024, and the road was in good condition. Knowing the City received heavy rain on Sunday, Mr. Santos went to check his construction areas first thing on Monday morning, and he discovered the area in question had washed out and the Streets Division put out caution signs and cones. Mr. Santos then had a Sewer Construction crew back fill the washed-out area. According to the National Oceanic and Atmospheric Administration (NOAA) records, the City of Lawton received 2.54 inches of rain in the early evening in question. According to Weather Underground, the City received approximately 2.4 inches of intense rainfall between 5:27 p.m. and 6:38 p.m. According to City of

Lawton, Streets Division records show the weekend on call crew placed high water signs at five (5) locations throughout the City.

LEGAL BASIS FOR DENIAL OF CLAIM: Pursuant to Title 51, Oklahoma Statutes, §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. However, 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).

The Oklahoma Governmental Tort Claims Act provides that the state or a political subdivision **shall not be liable** if a loss or claim results from:

8. Snow or ice conditions or temporary or natural conditions on any public way or other public place due to weather conditions, unless the condition is affirmatively caused by the negligent act of the state or a political subdivision. 51 O.S. § 151(8)(emphasis added).

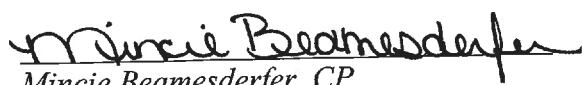
There is no evidence to suggest that the City, by any negligent act, caused the roadway to flood during the flash flood event. Therefore, the City would be exempt from liability for the temporary flooding of the roadway which caused the Claimants' vehicle to disable.

It is well established that an individual or entity is not liable for a loss or claim resulting from an "Act of God." Mulkey v. Meridian Oil, Inc., 143 F.R.D. 257 (W.D. Okla. 1992). As defined by the Courts, an "Act of God" is some unavoidable accident which results exclusively from nature's cause, such as lightning, violent wind and flood. Studebaker v. Cohen, 747 P.2d 274 (Okla.1987)(emphasis added). An unavoidable accident is one which occurs without negligence on the part of either party to a claim. OUII 2d 10.9. It is one not caused by the fault of any persons, but if the accident could have been prevented by means suggested by common prudence, it is not deemed unavoidable. Video Independent Theatres, Inc. v. Cooper, 421 P.2d 833 (Okla. 1966). A flash flood, by its very nature, occurs suddenly and unexpectedly and is clearly an Act of God for which the City is not liable.

This office recommends denial of this claim in full because in this instance:

1. The City did *not* act negligently in this instance. The City was not on actual notice of any defect in the portion of the roadway in which Claimant alleges the damage occurred. It appears that heavy rains washed gravel from a street cut area at or near the same time Claimant was traveling through the area, therefore, the City would also not have had constructive notice of any defect in the roadway. Likewise, it cannot be said that the City had constructive notice that the gravel in the area in question had "washed away" or otherwise diminished because the street cut in question was checked the day prior to the incident.

GARRETT LAM
ASSISTANT CITY ATTORNEY



Mincie Beamesderfer, CP
Claims Investigator



OFFICE OF THE CITY ATTORNEY

CLAIMS MEMORANDUM #DC-2024-056

TO: Mayor and Council

FROM: Garrett Lam
Assistant City Attorney 

DATE: November 4, 2024

MEETING: December 3, 2024

RE: Damage claim of Joyce Richardson
3148 NW Cache Road #140
Lawton, OK 73505

Submitted in the amount of \$7,979.78 on October 4, 2024

RECOMMENDATION: Denial

BASIS OF CLAIM: Claimant, Joyce Richardson, states on September 22, 2024, at approximately 6:45 p.m., she left her house to pick up a coworker for work. The road was blocked off at Lee Boulevard, so she turned off on a side street and when she went to turn into the parking lot of mobile home park at 2504 SW Jefferson Avenue, she drove her 2022 Hyundai Venue into a ditch and couldn't get out. She stated she didn't know it was a manhole, because it was raining heavy. Ms. Richardson filed a claim in the amount of \$7,979.78 and submitted an estimate from Guys Body Shop in the amount of \$5,927.52, to replace the bumper, repair the front suspension, radiator support, fender, motor mount, torque arm, oil pan, replace one (1) wheel, mount and balance tire and pre and post diagnostic scans.

DATE OF DAMAGE: September 22, 2024

FACTS: According to 911 Dispatch records, on Sunday, September 22, 2024, at 8:20 p.m. they received a call from an individual reporting that it looks like the road collapsed under a vehicle. Shortly after another call was made to dispatch that another vehicle was in the hole. A Lawton Police Officer was dispatched for a motorist assist for two (2) disabled vehicles at 8:29 p.m. and he arrived at 8:30 p.m. and made an Official Oklahoma Traffic Collision Report and cleared the call at 10:37 p.m. The dispatcher also dispatched a City employee from the Streets Division at 8:31 p.m. and they responded to the call and blocked off the area of street in question with signs and safety cones to warn the public of the hazard. According to Sewer Construction Superintendent, John Santos, Sewer Construction is in the process of a sewer main replacement project in the area to the west of 2504 SW Jefferson Avenue. Mr. Santos stated that he drove through and checked the area in question on Friday, September 20, 2024, and the road was in good condition. Knowing the City received heavy rain on Sunday, Mr. Santos went to check his construction areas first thing on Monday morning, and he discovered the area in question had washed out and the Streets Division put out caution signs and cones. Mr. Santos then had a Sewer Construction crew back fill the washed-out area. According to the National Oceanic and Atmospheric Administration

(NOAA) records, the City of Lawton received 2.54 inches of rain in the early evening in question. According to Weather Underground, the City received approximately 2.4 inches of intense rainfall between 5:27 p.m. and 6:38 p.m. City of Lawton, Streets Division records show the weekend on call crew placed high water signs at five (5) location throughout the City.

LEGAL BASIS FOR DENIAL OF CLAIM: Pursuant to Title 51, Oklahoma Statutes, §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. However, 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).

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8. Snow or ice conditions or temporary or natural conditions on any public way or other public place due to weather conditions, unless the condition is affirmatively caused by the negligent act of the state or a political subdivision. 51 O.S. § 151(8)(emphasis added).


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This office recommends denial of this claim in full because in this instance:

1. The City did *not* act negligently in this instance. The City was not on actual notice of any defect in the portion of the roadway in which Claimant alleges the damage occurred. It appears that heavy rains washed gravel from a street cut area at or near the same time Claimant was traveling through the area, therefore, the City would also not have had constructive notice of any defect in the roadway. Likewise, it cannot be said that the City had constructive notice that the gravel in the area in question had "washed away" or otherwise diminished because the street cut in question was checked the day prior to the incident.

GARRETT LAM
ASSISTANT CITY ATTORNEY



Mincie Beamesderfer, CP
Claims Investigator



OFFICE OF THE CITY ATTORNEY

CLAIMS MEMORANDUM #DC-2024-053

TO: Mayor and Council

FROM: Garrett Lam
Assistant City Attorney 

DATE: November 26, 2024

MEETING: December 3, 2024

RE: Damage claim of Rafael Serrano
2720 SW H Ave.
Lawton, OK 73505

Submitted in the amount of \$1,959.15 on September 19, 2024

RECOMMENDATION: Denial

BASIS OF CLAIM: Claimant, Rafael Serrano, alleges on August 31, 2024, at around 5 p.m., he was riding his motorcycle down Gore Boulevard, going eastbound, when he made the left turn onto NW 28th Street. He states at about 100 feet into NW 28th Street he encountered a wet area and “slimy” road conditions. He alleges that the sliminess of the street caused him to wreck his motorcycle, causing damage to the left side of it. He also mentioned that he had some shoulder pain but did not seek medical treatment. He submitted an estimate from Lawton Motorsports in the amount of \$1,959.15 for repair to the 2023 Honda motorcycle.

DATE OF DAMAGE: August 31, 2024

FACTS: Claimant was driving down Gore Boulevard and made a left turn into NW 28th Street. While heading down the street, he encountered a wet area around the location of 5 NW 28th Street. He stated that this area was prone to being wet and had been for “years”. As he traveled through the wet area, his motorcycle slipped in wet conditions, causing the motorcycle to drop to the roadway and his body to be thrown from it. He said his shoulder was sore from the incident, but he did not seek any medical treatment. There was no Oklahoma Collision Report filed with Lawton Police Department. He took his motorcycle to Lawton Motorsports for an estimate after he had spoken with the City Attorney’s Office on September 4, 2024, about filing a claim.

Drainage Maintenance Superintendent, Jose Rameriz, stated that no one has reported standing water in the roadway around this address. He also identified the source of the water as being air conditioning runoff from Comanche Memorial Hospital and from weather events, which is ongoing as this is a natural drainage area. He also provided several work orders showing the recent history of the cleaning of water drainage ditches from NW 25th Street to NW 29th Street. It was cleaned on August 2, 2024, just a few weeks before Mr. Serrano’s incident with his motorcycle. Another work order was placed after Mr. Serrano filed his tort claim. That one was completed on October 2, 2024. There is a history of these ditches being cleaned of debris on a regular basis.

The Claims Investigator inspected the area from Comanche Memorial Hospital on NW 31st Street to NW 29th Street, noting that it is a natural, low-lying water runoff location. The hospital itself had well maintained drainage in the parking lots and adjoining medical buildings. The water drainage areas near the hospital were clear of debris, allowing water to flow naturally toward the nearest flood zone. According to the National Flood Insurance Flood Map, panel number 431, map number 40031C0431E, 28th Street is adjacent to a known flood zone starting at NW 27th Street going east towards Sheridan Road.

LEGAL BASIS FOR DENIAL OF CLAIM: Negligence is defined as the failure to exercise ordinary care to avoid injury to another person or property. Pursuant to Title 51, Oklahoma Statutes, §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. However, 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). A party claiming damages for negligence has the burden of proving first, that he has sustained injury; **second, that the party from whom he seeks to recover was negligent**; and third, that such negligence was a direct cause of the injury sustained by the claiming party.

Every person using the streets or roadways has the duty to use ordinary care for his own safety and if known hazardous conditions exist, or in the use of ordinary care should be known, he has the duty to use the care required by such conditions. OUJI Section 11.2 Ordinary care is defined as “the care which a reasonably careful person would use under the same or similar circumstances.” 25 O.S. § 4; OUJI Section 9.3. A municipality is not an insurer of the safety of travelers. *Zachary v. City of Sapulpa*, 442 P.2d 328 (1966). Furthermore:

“The rule that there is no duty to warn of open and obvious dangers is found not only in the law of premises liability, but also in the law of municipal liability. A municipality's duty of care to the traveling public does not extend to normal hazards which can be readily discernible. Only when the hazard is “not reasonably to be anticipated by users of the street [does] a municipality [have] a duty to eliminate the hazard or warn of its presence.” *Byford v. Town of Asher*, 1994 OK 46, 874 P.2d 45, 57 [internal citations omitted].

Drivers who are involved in an accident are required by the City Code to report the accident to the police department within 24 hours. No record of the accident could be found in Brazos or the Public Safety database. Lawton City Code, Article 23-16 Accidents, 23-16-1602 “Accidents involving damage to property” states the following:

“A. The driver of any vehicle involved in an accident resulting only in apparent damage to property shall immediately stop such vehicle at the scene of such accident or as close thereto as possible...
B. If the damage resulting from such accident is to the property of the driver only, with no damage to the person or property of another, the driver need not stop at the scene of the accident but **shall make report of the damage to the Lawton police department within twenty-four (24) hours of such accident.**”

Lawton City Code, Article 23-16-1606 states the following:

“The driver of a vehicle involved in any accident shall **immediately**, by the quickest means of communication, give notice of such accident to the police department, on forms provided by the police department, after complying with the requirements of Section 23-1603 of this code.”

Furthermore, the Oklahoma Governmental Tort Claims Act, Oklahoma Statutes Title 51, Section 155 provides that a state or a political subdivision shall not be liable if a loss or claim results from:

“8. Snow or ice conditions or temporary or natural conditions on any public way or other public place due to weather conditions, unless the condition is affirmatively caused by the negligent act of the state or a political subdivision...”

In summary, the Claimant failed in his duty to use ordinary care when driving his motorcycle through possibly unsafe conditions. The wet area was clearly visible from Gore Boulevard, and he had previously stated that area has been wet for “years”. The area in question is a natural, low-lying drainage area that is maintained regularly by the City. Furthermore, once the Claimant damaged his motorcycle in an accident, he was required by City Code to report it to the Lawton Police Department within 24 hours. No record of a Collision Report could be found.

This office recommends denial of this claim in full because in this instance:

1. Mr. Serrano noted the possibly unsafe wet conditions of the street, and noted it had been that way for years, but still proceeded to drive through it. He has a duty to his own safety and assessing conditions that he can successfully navigate on his motorcycle.
2. Mr. Serrano had a duty pursuant to Lawton City Code 23-16-1602 to make a report of the alleged damage of his motorcycle to the police department within twenty-four (24) hours of the incident. By failing to do so, he deprived the City of the opportunity to immediately investigate and determine the condition of the roadway and whether or not he was even at the location as he reported.
3. The wet area is clearly visible from the intersection of NW 28th Street and Gore Boulevard.
4. The City of Lawton regularly schedules cleaning of these drainage ditches in an effort to speed the water drainage from the hospital and weather events.
5. No negligence on the City of Lawton or City employees could be found.

GARRETT LAM,
ASSISTANT CITY ATTORNEY




Mincie Beamesderfer, CP
Claims Investigator



OFFICE OF THE CITY ATTORNEY

CLAIMS MEMORANDUM #DC-2024-055

TO: Mayor and Council

FROM: Garrett Lam
Assistant City Attorney 

DATE: November 26, 2024

MEETING: December 3, 2024

RE: Damage claim of
Southwestern Bell Telephone Company
dba AT&T Oklahoma
1010 Pine St, 10 NE
St. Louis, MO 63101

Submitted in the amount of \$9,431.61 on September 27, 2024.

RECOMMENDATION: Denial

BASIS OF CLAIM: Southwestern Bell Telephone Company, dba AT&T Oklahoma alleges on August 17, 2024, the City of Lawton damaged their fiber cable when they were digging up the City's water main for repair at 3702 NW Kinyon Ave, Lawton, Oklahoma. Southwestern Bell is claiming damages in the amount of \$9,431.61 for labor and material costs to repair the cable.

DATE OF DAMAGE: August 17, 2024.

FACTS: According to Water Distribution records, the water main broke at 3702 NW Kinyon Ave, Lawton, Oklahoma, during the evening hours of August 15, 2024. The OKIE ticket number 24081518234158 was created that night and stated that the locates were marked with blue paint at around 9 pm. The ticket was created on an emergency basis.


The Water Distribution Crew started repairs to the water main at around 8:30 a.m. on August 16, 2024, and stayed over six hours to complete the work. Water Distribution Crew noted that hitting the AT&T lines was "totally unavoidable". The AT&T cable was only two to three and a half feet below the surface, and only a foot directly above the affected water line. The fiber line was crisscrossing over the water line. The excavator did not have enough room to maneuver around the AT&T cable to repair the water main break. This was a severe water main break that required a 6" x 15" band to repair, along with 25 tons of rock and 10 tons of topsoil.

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).

The repair of the City water main was clearly an emergency that required prompt attention. Even in this emergency event, the City of Lawton attempted to avoid underground utilities by calling in locates. However, the attempt to avoid underground utilities was not successful and the City struck the line due to it being directly above the broken water pipe. Under the Underground Facilities Damage Prevention Act (UFDPA), Oklahoma Statutes, Title 63, Section 142.6(C), exempts excavator from liability when making an excavation in an emergency situation.

It appears the City took all precautions necessary to repair the water main and the City was not negligent in this matter. In addition, an exemption from strict liability has been provided in the UFDPA. It is therefore recommended that this claim be denied.

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 #: 24-2131

Agenda Date: 12/3/2024

Agenda No: 3.

ITEM TITLE:

Consider adopting a resolution approving the joint petition settlement in the amount of \$23,328.00 and making payment in the workers' compensation claim of Kevin Hardzog.

INITIATOR: Assistant City Attorney, Garrett Lam

STAFF INFORMATION SOURCE: Assistant City Attorney, Garrett Lam

BACKGROUND: This matter involves the workers' compensation claim of Kevin Hardzog, a Firefighter, who alleges injury to his lower back, the last date of exposure was May 11, 2023. Settlement has been reached subject to City Council approval with the claimant agreeing to accept the City's offer of \$23,328.00 including \$4,665.60 for attorney's fees, and a \$699.84 Multiple Injury Trust Fund Assessment payment to the Oklahoma Tax Commission.

EXHIBIT: Resolution No. _____

KEY ISSUES: N/A

FUNDING SOURCE: Sinking Fund

STAFF RECOMMENDED COUNCIL ACTION: Adopt a resolution approving the Joint Petition settlement of \$23,328.00 and making payments in the pending workers' compensation claim of Kevin Hardzog.

RESOLUTION NO. 2024-

A RESOLUTION APPROVING THE JOINT PETITION SETTLEMENT AND MAKING PAYMENT OF THE SETTLEMENT IN THE WORKERS' COMPENSATION CASE OF KEVIN HARDZOG FOR THE AMOUNT OF TWENTY-THREE THOUSAND THREE HUNDRED TWENTY-EIGHT AND NO/100 (\$23,328.00) DOLLARS INCLUDING AN ATTORNEY'S FEE PAYMENT IN THE AMOUNT OF FOUR THOUSAND SIX HUNDRED SIXTY-FIVE AND 60/100 DOLLARS (\$4,665.60); DIRECTING THREE PERCENT (3%) OF SAID JUDGMENT, IN THE AMOUNT OF SIX HUNDRED NINETY-NINE AND 84/100 DOLLARS (\$699.84), TO BE PAID DIRECTLY TO THE OKLAHOMA TAX COMMISSION AS A MULTIPLE INJURY TRUST FUND TEMPORARY ASSESSMENT IN ACCORDANCE WITH 85A OKLA. STAT. SECTION 31.A.7; AND FILING A FOREIGN JUDGMENT IN THE DISTRICT COURT OF COMANCHE COUNTY FOR PURPOSE OF PLACING SAID JUDGMENT ON THE TAX ROLLS.

WHEREAS, Kevin Hardzog has filed an injury claim with the Workers' Compensation Commission for disability benefits as a result of an injury to his lower back, which occurred on May 11, 2023, while stepping out of a fire truck while on duty as a Firefighter for the City of Lawton, Fire Department; and,

WHEREAS, a Joint Petition Settlement has been reached in the amount of Twenty-Three Thousand Three Hundred Twenty-Eight and No/100 Dollars (\$23,328.00), including an attorney's fee payment in the amount of Four Thousand Six Hundred Sixty-Five and 60/100 Dollars (\$4,665.60); and,

WHEREAS, pursuant to Title 85A Okla. Stat. Section 31.A.7., for injuries occurring on or after July 1, 2019, the Oklahoma Tax Commission shall assess and collect from claimants a Multiple Injury Trust Fund temporary assessment in the amount of three percent (3%) of the total award or settlement for permanent partial disability or permanent total disability; and,

WHEREAS, in the Joint Petition Settlement filed with the Workers' Compensation Commission, the claimant agreed that said assessment, representing three percent (3%) of the joint petition settlement amount attributable to permanent partial disability or permanent total disability, shall be deducted from the settlement amount and paid by the employer; and,

WHEREAS, the above referenced Multiple Injury Trust Fund Assessment representing three percent (3%) of the joint petition settlement amount attributable to permanent partial disability or permanent total disability is Six Hundred Ninety-Nine and 84/100 Dollars (\$699.84); and,

WHEREAS, the amount due to Kevin Hardzog will be Twenty-Three Thousand Three Hundred Twenty-Eight and No/100 Dollars (\$23,328.00), including an attorney's fee payment in the amount of Four Thousand Six Hundred Sixty-Five and 60/100 Dollars (\$4,665.60) and including a Multiple Injury Trust Fund Assessment to be paid to the Oklahoma Tax Commission in the amount of Six Hundred Ninety-Nine and 84/100 Dollars (\$699.84).


NOW THEREFORE, BE IT RESOLVED by the Council of the City of Lawton, that the City Council approves the Joint Petition Settlement and filing of a foreign judgment for purposes of placing said judgment on the tax rolls and making payment of Twenty-Three Thousand Three Hundred Twenty-Eight and No/100 Dollars (\$23,328.00), including an attorney's fee payment in the amount of Four Thousand Six Hundred Sixty-Five and 60/100 Dollars (\$4,665.60) and a Multiple Injury Trust Fund Assessment to be paid to the Oklahoma Tax Commission in the amount of Six Hundred Ninety-Nine and 84/100 Dollars (\$699.84), in the workers' compensation case of Kevin Hardzog.

PASSED and APPROVED by the Mayor and Council of the City of Lawton, Oklahoma this 3rd day of December 2024.

STANLEY BOOKER, MAYOR

ATTEST:

DONALYNN BLAZEK-SCHERLER, CITY CLERK

APPROVED as to form and legality this 3rd of December 2024.


GARRETT LAM, ASSISTANT CITY ATTORNEY



City of Lawton

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

Commentary

File #: 24-2129

Agenda Date: 12/3/2024

Agenda No: 4.

ITEM TITLE:

Consider approving a resolution amending the City of Lawton FY25 Budget, as amended, by appropriating \$4,173.27 from the Special Revenue Fund to the Lawton Police Department's CID Travel and Training Account.

INITIATOR: James Smith, Police Chief

STAFF INFORMATION SOURCE: Kristin Huntley, Finance Deputy Director

BACKGROUND: In August 2024, three detectives from the Lawton Police Department attended the Crimes Against Children Conference in Dallas, Texas. This important training opportunity was made possible through reimbursement offers from the OSBI Task Force and the Comanche County MDT. To facilitate their attendance, the Lawton Police Department initially fronted the costs for the conference from the CID Travel and Training Account. The OSBI provided an electronic transfer of \$3,023.28, while Comanche County MDT issued a check for \$1,149.99. These funds were deposited into the Special Revenue Fund in October 2024. To ensure that the Lawton Police Department can utilize these reimbursed funds for their intended purpose, we are requesting an appropriation of the total amount of \$4,173.27 to the Lawton Police Department CID Travel and Training Account - 2007003-52060.

EXHIBIT: Resolution No. 24-_____

KEY ISSUES: N/A

FUNDING SOURCE: Electronic transfer of \$3,023.28 from the OSBI and a check for \$1,149.99 from the Comanche County MDT, both of which were deposited in the Special Revenue Fund.

STAFF RECOMMENDED COUNCIL ACTION: Approve a resolution amending the City of Lawton FY25 budget, as amended, by appropriating \$4,173.27 to the Lawton Police Department CID Travel and Training Account - 2007003-52060.

**CITY OF LAWTON, OKLAHOMA
RESOLUTION NO. 24-_____**

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, AND RESOLUTION NO. 24-255, TO APPROPRIATE FOUR THOUSAND ONE HUNDRED SEVENTY-THREE AND 27/100 DOLLARS (\$4,173.27) TO THE SPECIAL REVENUE FUND FOR POLICE CID TRAINING AND TRAVEL.

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 McMahan 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, OSBI and Comanche County MDT reimbursed the City of Lawton for the cost of three detectives to attend the Crimes Against Children Conference in Dallas, Texas; and

WHEREAS, a budget amendment is needed to appropriate Four Thousand One Hundred Seventy-Three and 27/100 Dollars (\$4,173.27) to the Special Revenue Fund for Police CID training and travel.

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 2007003-52060 by Four Thousand One Hundred Seventy-Three and 27/100 Dollars (\$4,173.27) to the Special Revenue Fund for Police CID training and travel.

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 3rd day of December, 2024.

(SEAL)

STANLEY BOOKER, MAYOR

ATTEST:

DONALYNN BLAZEK-SCHERLER, CITY CLERK

APPROVED as to form and legality this 3rd day of December, 2024.

JOHN R. ANDREW, CITY ATTORNEY



City of Lawton

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

Commentary

File #: 24-2135

Agenda Date: 12/3/2024

Agenda No: 5.

ITEM TITLE:

Consider approving a resolution amending the City of Lawton FY25 Budget, as amended, by appropriating \$2,000,000.00 to the Capital Improvement Projects Fund for the Rogers Lane I-44 to US-62 Lighting Project.

INITIATOR: Michael Watrous, Public Works Director

STAFF INFORMATION SOURCE: Rebecca Johnson, Finance Director

BACKGROUND: The City of Lawton and FISTA were awarded an Oklahoma Public/Private Partnership Military Pooled Finance Grant in the spring of 2024. The grant totals \$2,000,000.00 and the funds are currently held by FISTA. The money will be used for the Rogers Lane I-44 to US-62 Lighting Project. The City will hire the contractors and receive/pay the invoices. FISTA will provide \$1,000,000.00 to the City up front and the remaining \$1,000,000.00 once the project is 50% complete. Since the money was originally held with FISTA, the City did not budget for this project in FY25. A budget amendment is needed to appropriate \$2,000,000.00 to the Capital Improvement Projects Fund.

EXHIBIT: Resolution No. 24-_____

KEY ISSUES: None

FUNDING SOURCE: Oklahoma Public/Private Partnership Military Pooled Finance Grant

STAFF RECOMMENDED COUNCIL ACTION: Approve Resolution No. 24-_____ amending the City of Lawton FY25 Budget, as amended, by appropriating \$2,000,000.00 to the Capital Improvement Projects Fund for the Rogers Lane I-44 to US-62 Lighting Project.

**CITY OF LAWTON, OKLAHOMA
RESOLUTION NO. 24-_____**

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, AND RESOLUTION NO. 24-_____, TO APPROPRIATE 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.

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 McMahan 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-_____, 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, the City of Lawton and FISTA were awarded an Oklahoma Public/Private Partnership Military Pooled Finance Grant for the Rogers Lane I-44 to US-62 Lighting Project; and

WHEREAS, a budget amendment is needed to appropriate 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.

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 4350000-53020 by 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.

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 3rd day of December, 2024.

(SEAL)

STANLEY BOOKER, MAYOR

ATTEST:

DONALYNN BLAZEK-SCHERLER, CITY CLERK

APPROVED as to form and legality this 3rd day of December, 2024.

JOHN R. ANDREW, CITY ATTORNEY



City of Lawton

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

Commentary

File #: 24-2117

Agenda Date: 12/3/2024

Agenda No: 6.

ITEM TITLE:

Consider approving a Professional Services Agreement for Insurance Broker Services with INSURICA Insurance Services, LLC.

INITIATOR: Craig Akard, Human Resources Director

STAFF INFORMATION SOURCE: Michelle Crouse, Human Resources Benefits Coordinator

BACKGROUND: In accordance with the True North Culture Statement in that we strive to obtain services that be most efficient for the City. The broker consults with the city on the best options available for insurance. The broker would assist in the yearly open enrollment for insurance as well as act as a mediator with the insurance vendors should any issues arise. The broker assists in monitoring and managing our ancillary products such as dental, vision and other products offered to employees. INSURICA Insurance Services, LLC is the current vendor providing broker services for the city. The current professional services agreement for broker services will expire December 31, 2024. The city and Insurica Insurance Services, LLC have built a good business relationship and for continuity purposes, the recommendation is to continue with INSURICA Insurance Services, LLC for our insurance broker. The cost for broker services varies because the broker is paid commission based on percentages of employee enrollment for ancillary benefits. The commissions percentages for benefits are listed below: Aetna Employee Assistance Program, and FSA/DCA/COBRA at No Commissions, Group Health Blue Cross Blue Shield at 2%; Group Dental with Blue Cross Blue Shield, Vision with Blue Cross Blue Shield, PVCS Vision, Medical Transport with MASA are at 10%; Basic Life & AD&D with Blue Cross Blue Shield, Vol. Life with Blue Cross Blue Shield, Short Term Disability and Long Term Disability with Blue Cross Blue Shield, Group Accidental and Group Critical Illness with Blue Cross Blue Shield at 10%; Whole Life with Colonial, Term Life with Colonial, Cancer with Colonial, and Hospital with Colonial are at 15%; Legal Shield with PPLSI, and Group Basic AD&D with Zurich at 17%; and Pet Insurance with Nationwide at a flat \$15.00 per enrollment.

EXHIBIT: Professional Services Agreement for Insurance Broker Services, Commission Cost History (7/01/2024 - Current)

KEY ISSUES: Does the City of Lawton wish to award the professional services agreement for broker services to INSURICA Services, LLC?

FUNDING SOURCE: Health Fund

STAFF RECOMMENDED COUNCIL ACTION: Award the professional services agreement for broker services to INSURICA Services, LLC.

SERVICES AGREEMENT

This Services Agreement and attached Appendices (this “Agreement”) is entered into as of January 1, 2025 _____ (“Effective Date”) by and between INSURICA Insurance Services, LLC. (“INSURICA”) and _____ City of Lawton _____ (“Client”), collectively, (the “Parties”).

WHEREAS, the Parties wish to set forth the terms and conditions under which INSURICA shall provide Client with the services set forth in Appendix A (“Services”), in accordance with the terms set forth herein.

NOW, THEREFORE, in consideration of the mutual promises in this Agreement, and for other good and valuable consideration, the adequacy and receipt of which the Parties hereby acknowledge, the Parties agree as follows:

Section 1. Authority and Services.

- 1.1 Appendix A may be amended, as necessary, by prior written agreement of the Parties.
- 1.2 INSURICA assumes no responsibility for the adequacy, accuracy or effectiveness of any services by its predecessors (providing services similar to those set forth in Appendix A), or any acts or omissions occurring prior to INSURICA’s engagement, unless otherwise agreed in writing.
- 1.3 In providing the Services herein, INSURICA may select certain necessary third parties to support and enhance the Services. INSURICA may select, retain, dismiss and replace any such third parties, as needed and with Client’s written approval, in delivering Services to Client.

Section 2. Compensation.

- 2.1. INSURICA shall be compensated for providing the Services to Client as set forth in Appendix B. Appendix B shall only be amended by written agreement of the Parties.
- 2.2. If there is a material change in Client’s operations or exposures that affects the nature and scope of its service needs, INSURICA and Client both agree to make a good faith effort to renegotiate INSURICA’s compensation, as may be appropriate in the discretion of the Parties.

Section 3. Responsibilities.

- 3.1 Client shall be solely responsible for the accuracy and completeness of information and other documents furnished to INSURICA and/or third parties by Client. INSURICA shall have no liability for errors, deficiencies or omissions that are based on such inaccurate or incomplete data or information provided by Client to INSURICA.
- 3.2 If Client seeks to change the scope of services provided herein, whether by addition, substitution or otherwise, Client shall submit to INSURICA its request for the services change in writing. INSURICA shall not be obligated to accept such variation of services unless Client agrees to (a) pay sums reasonably specified by INSURICA and (b) extend an additional time period for completion. Once reasonable additional sums and reasonable time period for completion, if any, are specified by INSURICA, the parties shall amend Appendix A and Appendix B to this Agreement, in writing, accordingly.
- 3.3 All works of authorship, including, but not limited to, marketing materials, designs, plans, specifications, programs, computer output, reports, data, findings, methods, analysis, data and

memorandum of every description, conception, improvement, discovery and any intellectual property rights associated therewith (“Work Product”) which are developed and utilized by INSURICA in connection with this Agreement are and remain the property of INSURICA; provided, however, that Client shall have a perpetual, non-transferrable, non-exclusive license to use and exploit any Work Product delivered by INSURICA in connection to this Agreement solely for its own internal purposes. Notwithstanding the foregoing, INSURICA shall acquire no ownership rights in the intellectual property of Client in any material provided by Client to INSURICA in connection with this Agreement.

Section 4. Errors and Omissions Insurance

From and after the effective date of this Agreement, INSURICA will maintain errors and omissions insurance satisfactory providing a minimum of \$5,000,000 per occurrence/\$5,000,000 aggregate.

Section 5. Term and Termination.

5.1. The term of this Agreement shall commence on the Effective Date and shall continue for one (1) year(s) thereafter (“Initial Contract Term”). The Initial Contract Term will be extended for additional consecutive twelve (12) month periods from the Effective Date (collectively, herein, “Contract Term”), or this Agreement may be terminated by either Party as otherwise provided for herein.

5.2 Notwithstanding the Initial Contract Term and/or Contract Term, this Agreement may be terminated by a) either Party upon ninety (90) days advance written notice to the other Party; or b) a Party if the other Party breaches this Agreement and such breach continues for more than ten (10) days after the other Party’s receipt of written notice of such breach.

Section 6. Responsibilities Following Termination.

Upon termination of this Agreement, fees and/or compensation owed to INSURICA shall be paid in accordance with the terms of Appendix B. INSURICA will use commercially reasonable efforts to assist Client in arranging a transition process, subject to receipt by INSURICA of all amounts due INSURICA from Client as of the date of termination of this Agreement. Notwithstanding the foregoing, and except as may otherwise be required by law, INSURICA shall not be obligated to disclose any document, data or information (including without limitation, Work Product) that it determines could be used to identify or obtain any or all of its or its subcontractors’ intellectual property or proprietary and confidential documents, data, information, analyses, processes and techniques. INSURICA shall, however, provide to client any documentation reasonably necessary to facilitate the transition process as determined in INSURICA’s sole discretion, reserving its right to redact any information regarding intellectual property or confidential information.

Section 7. Indemnification.

7.1 INSURICA shall indemnify and hold Client, its affiliated and subsidiary corporations, as well as officers, directors, employees and agents harmless for any and all losses, obligations, liabilities, damages, actions, suits, causes of action, claims, demands, settlements, judgments, or any other deficiencies or expenses, including reasonable attorneys’ fees and expenses, that are asserted against, imposed upon or incurred or suffered by Client that arise out of any act, omission, fraud, negligence, breach of duty, or any unauthorized activity or omissions by INSURICA under this Agreement.

7.2 To the extent permitted by Oklahoma Law, each Party agrees to hold the other Party harmless from any action brought by a regulatory body as a result of actions or omissions by the other Party.

7.3 This Section and Section 6 shall survive the termination of this Agreement.

Section 8. Confidentiality.

- 8.1 Client may provide INSURICA with certain proprietary and confidential information (“Confidential Information”) in connection with the Services provided by INSURICA under this Agreement. Neither INSURICA, nor any of its employees or agents, shall directly or indirectly disclose any Confidential Information to any third party on behalf of Client for any purpose except in furtherance of the Services rendered by INSURICA to Client.
- 8.2 INSURICA shall take all steps reasonably required to maintain the confidentiality of Confidential Information in INSURICA’s possession. The transmission of Confidential Information via electronic data transmission networks that provide for the security of users’ data shall be deemed consistent with INSURICA’s obligations hereunder unless such use is contrary to Client’s express instructions.
- 8.3 The restrictions and agreements set forth above shall not apply to any Confidential Information (i) which at the time disclosed to or obtained by INSURICA is in the public domain; (ii) which becomes part of the public domain through no act, omission or fault of INSURICA; (iii) which INSURICA’s records demonstrate was developed independently by INSURICA or was received by INSURICA from a third party which INSURICA had no reason to believe had any confidentiality or fiduciary obligation to Client with respect to such information; or (iv) which is required to be disclosed by law, including, without limitation, pursuant to the terms of a subpoena or other similar document; provided, however, INSURICA shall, to the extent practical, give prior timely notice of such disclosure to Client to permit Client to seek a protective order, and, absent the entry of such protective order, INSURICA shall disclose only such Confidential Information that INSURICA is advised by its counsel *must* be disclosed by law.
- 8.4 As between Client and INSURICA, Confidential Information shall be the sole and exclusive property of Client. Upon Client’s request, all documents and records in INSURICA’s possession containing Confidential Information shall be returned to Client; provided, however, that INSURICA may retain copies of documents that may contain confidential information which are necessary for the conduct and proper record keeping of INSURICA’s business in accordance with standard operating procedures or applicable law.

Section 9. Miscellaneous.

Waiver. The failure by either Party at any time to require performance by the other Party or to claim a breach of any provision of this Agreement shall not affect any subsequent breach. Failure to insist upon strict compliance with any of the terms, covenants or conditions hereof shall not be a waiver of such terms, covenants or conditions. No waiver or relinquishment of any right hereunder at any one time(s) be deemed a waiver or relinquishment of such right at any other time(s).

Severability. This Agreement may be changed only in writing signed by the Parties. If a court of competent jurisdiction modifies any provision, the remaining provisions shall remain in effect. The invalidity or unenforceability of any term or provision of this Agreement, or portion thereof, shall not impair or affect the validity or enforceability of any other term or provision of this Agreement.

Assignment. This Agreement may not be assigned by either Party without the prior written consent of the other.

Binding. This Agreement shall be binding upon and shall inure to the benefit of the Parties' respective successors and assigns. This Agreement may be executed simultaneously in several counterparts, each of which shall constitute the same instrument.

Entire Agreement. This Agreement embodies the entire agreement between the Parties and supersedes all prior agreements and understandings relating to its subject matter. The Appendices, A and B, attached hereto are substantive parts of this Agreement, and defined terms in such Appendices or in this Agreement shall carry the same meanings. This Agreement may be changed only in writing signed by the Parties.

Governing Law. This Agreement will be construed under, enforced in accordance with and governed by the laws of Oklahoma. If in conflict, Oklahoma law shall prevail.

Relationship of the Parties. At all times during the performance of this Agreement, INSURICA shall be an independent contractor and neither it nor any of its employees or agents shall be an employee of Client as a result of the provision of the Services.

Notices. All notices shall be in writing and shall be deemed to have been duly given if personally delivered, or, if mailed by United States first class mail, certified mail or registered mail, postage prepaid, or by a nationally recognized courier service to the other Party at their main corporate headquarters mailing address (or to such other address provided to the other Party in writing):

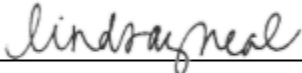
INSURICA Insurance Management Network
10 SW 2nd St. Suite 1
Lawton, Oklahoma 73501
Attn: Lindsay Neal, Vice President

City of Lawton
212 SW 9th Street
Lawton, Oklahoma 73501-3944
Attn: Criag Akard, Human Resources Director

Accepted and agreed:

INSURICA

Client

Signed: 

Signed: _____

Printed: Lindsay Neal

Printed: _____

Title: Vice President

Title: _____

Date: 10/21/2024

Date: _____

Appendix A: Scope of Service

A. Renewal Services.

- Underwriting analysis of renewal
- Interpret claims data and develop action plan
- Mid-year renewal projection
- Insurance carrier contract renewal
- Carrier evaluation
- Voluntary needs analysis and market study
- RFP creation
- Plan Design Modeling
- Ancillary lines of coverage renewal

B. Strategic Services.

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- Creation of employee benefits strategic plan
- Benchmark plan design for comparison
- New employee administration
- Dedicated day-to-day service with carrier, billing & benefit issues
- Access to Client Communication Resource Library

C. Enrollment.

- Electronic Election – Employee Navigator
- Employee enrollment meetings
- Collection and review of enrollment materials
- Enrollment communication to carrier
- Facilitate Enrollment Meetings
- Enrollment communication campaign

D. Employee Communication.

- Employee newsletters
- Benefits education campaign
- Employee benefit statements
- Wellness campaign

E. Compliance Resources.

- INSURICA will provide CLIENT access to our firm's monthly compliance webinar
- Mineral Learn Portal – provides the CLIENT access to more than 250 training opportunities
- Mineral – provides client facing telephonic and web-based access to compliance hotline
- Mineral – virtual HR Library

- Benefit Comply – resources & compliance support
- Health Care Reform news and information
- Health Care Reform penalty modeling
- Information on compliance with federal and/or state laws including:
 - COBRA
 - HIPAA
 - FMLA
 - Internal Revenue Code Section 125
 - Medicare Part D
 - Additional employment laws
- Summary Plan Description audit

F. Human Resources.

- Employee Handbook Creator Tool
- Benchmark survey data
- HR Library of forms

G. INSURE OKLAHOMA.

- INSURICA will work to qualify CLIENT for the INSURE OKLAHOMA premium subsidy program. If qualified & eligible INSURICA will provide:
 - One-on-one consultative enrollment opportunities for plan members who might be eligible to receive subsidy.
 - Provide ongoing advocacy to support the program by assisting with day-to-day contact as needed.
 - Assist with administrative tasks that include downloading monthly group health premium invoices & uploading to the INSURE OKLAHOMA portal to ensure subsidies are paid in a timely manner to the CLIENT.

H. Stewardship Report. Consultant will develop and implement a detailed account stewardship plan, which should include, but not be limited to, the following:

- Specific quantifiable and measurable goals and objectives for Consultants’ team relating to Client’s programs; and
- Detailed work plans which lay out the account Management plan, work schedules, areas of concentration, timing and information requirements.

I. Personnel

- Consultants will assign its personnel according to the needs of Client and according to the disciplines required to complete the appointed task in a professional manner. Consultants retains the right to substitute personnel with reasonable cause. The Account Management Team consists of the following individuals:

Primary Service Team:	Lindsay Neal, Vice President / Co-Consultant Dustin Brand, Vice President / Co-Consultant Laci Sanders, Account Manager Beverly Hernandez, Account Manager
-----------------------	---

Additional Key Resources: Morgan Griffin, Assistant Account Manager
Sydney Overstake, Director of Employee Benefit Resources
Sarah Watkins, EB Technology Support Specialist
Susan Hooper, Employee Benefits Service Coordinator

Appendix B: Compensation

Annual Service Compensation

Service	Amount	Payment Frequency & Terms
INSURICA will replace the former Consultant as Broker of Record for Client's: Employee Benefit Program. Commissions already included in the policies will be redirected from the previous Consultant to INSURICA. This will remain in effect until changed by the CLIENT in writing.		

- Below is a listing of current policies & programs that are currently in effect to create City of Lawton's Employee Benefits Program:
 - Group Health: Blue Cross & Blue Shield of Oklahoma (2% commission)
 - Group Dental: Blue Cross & Blue Shield of Oklahoma (10% Commission)
 - Vision: EyeMed (10% Commission)
 - Vision: Primary Vision Care Services (PVCS) – (10% Commission)
 - Basic Life: Blue Cross & Blue Shield of Oklahoma – (15% Commission)
 - Basic AD&D: Blue Cross & Blue Shield of Oklahoma – (15% Commission)
 - Vol. Life/AD&D: Blue Cross & Blue Shield of Oklahoma – (15% Commission)
 - Short Term Disability: Blue Cross & Blue Shield of Oklahoma – (15% Commission)
 - Long Term Disability: Blue Cross & Blue Shield of Oklahoma – (15% Commission)
 - Accident & Critical Ill. Blue Cross & Blue Shield of Oklahoma – (15% Commission)
 - Supplemental Benefits: Colonial Life – (10% Commission)
 - Medical Transport: MASA – (15% Commission)
 - Employee Assistance: Aetna – (No Commission)
 - Group Basic AD&D: Zurich – (15% Commission)

Special Termination & Payment Arrangements

INSURICA will provide CLIENT a 30-day continual access to the Enrollment Portal powered by Employee Navigator.
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SERVICES AGREEMENT

This Services Agreement and attached Appendices (this “Agreement”) is entered into as of January 1, 2025 _____ (“Effective Date”) by and between INSURICA Insurance Services, LLC. (“INSURICA”) and _____ City of Lawton _____ (“Client”), collectively, (the “Parties”).

WHEREAS, the Parties wish to set forth the terms and conditions under which INSURICA shall provide Client with the services set forth in Appendix A (“Services”), in accordance with the terms set forth herein.

NOW, THEREFORE, in consideration of the mutual promises in this Agreement, and for other good and valuable consideration, the adequacy and receipt of which the Parties hereby acknowledge, the Parties agree as follows:

Section 1. Authority and Services.

- 1.1 Appendix A may be amended, as necessary, by prior written agreement of the Parties.
- 1.2 INSURICA assumes no responsibility for the adequacy, accuracy or effectiveness of any services by its predecessors (providing services similar to those set forth in Appendix A), or any acts or omissions occurring prior to INSURICA’s engagement, unless otherwise agreed in writing.
- 1.3 In providing the Services herein, INSURICA may select certain necessary third parties to support and enhance the Services. INSURICA may select, retain, dismiss and replace any such third parties, as needed and with Client’s written approval, in delivering Services to Client.

Section 2. Compensation.

- 2.1. INSURICA shall be compensated for providing the Services to Client as set forth in Appendix B. Appendix B shall only be amended by written agreement of the Parties.
- 2.2. If there is a material change in Client’s operations or exposures that affects the nature and scope of its service needs, INSURICA and Client both agree to make a good faith effort to renegotiate INSURICA’s compensation, as may be appropriate in the discretion of the Parties.

Section 3. Responsibilities.

- 3.1 Client shall be solely responsible for the accuracy and completeness of information and other documents furnished to INSURICA and/or third parties by Client. INSURICA shall have no liability for errors, deficiencies or omissions that are based on such inaccurate or incomplete data or information provided by Client to INSURICA.
- 3.2 If Client seeks to change the scope of services provided herein, whether by addition, substitution or otherwise, Client shall submit to INSURICA its request for the services change in writing. INSURICA shall not be obligated to accept such variation of services unless Client agrees to (a) pay sums reasonably specified by INSURICA and (b) extend an additional time period for completion. Once reasonable additional sums and reasonable time period for completion, if any, are specified by INSURICA, the parties shall amend Appendix A and Appendix B to this Agreement, in writing, accordingly.
- 3.3 All works of authorship, including, but not limited to, marketing materials, designs, plans, specifications, programs, computer output, reports, data, findings, methods, analysis, data and

memorandum of every description, conception, improvement, discovery and any intellectual property rights associated therewith (“Work Product”) which are developed and utilized by INSURICA in connection with this Agreement are and remain the property of INSURICA; provided, however, that Client shall have a perpetual, non-transferrable, non-exclusive license to use and exploit any Work Product delivered by INSURICA in connection to this Agreement solely for its own internal purposes. Notwithstanding the foregoing, INSURICA shall acquire no ownership rights in the intellectual property of Client in any material provided by Client to INSURICA in connection with this Agreement.

Section 4. Errors and Omissions Insurance

From and after the effective date of this Agreement, INSURICA will maintain errors and omissions insurance satisfactory providing a minimum of \$5,000,000 per occurrence/\$5,000,000 aggregate.

Section 5. Term and Termination.

5.1. The term of this Agreement shall commence on the Effective Date and shall continue for one (1) year(s) thereafter (“Initial Contract Term”). The Initial Contract Term will be extended for additional consecutive twelve (12) month periods from the Effective Date (collectively, herein, “Contract Term”), or this Agreement may be terminated by either Party as otherwise provided for herein.

5.2 Notwithstanding the Initial Contract Term and/or Contract Term, this Agreement may be terminated by a) either Party upon ninety (90) days advance written notice to the other Party; or b) a Party if the other Party breaches this Agreement and such breach continues for more than ten (10) days after the other Party’s receipt of written notice of such breach.

Section 6. Responsibilities Following Termination.

Upon termination of this Agreement, fees and/or compensation owed to INSURICA shall be paid in accordance with the terms of Appendix B. INSURICA will use commercially reasonable efforts to assist Client in arranging a transition process, subject to receipt by INSURICA of all amounts due INSURICA from Client as of the date of termination of this Agreement. Notwithstanding the foregoing, and except as may otherwise be required by law, INSURICA shall not be obligated to disclose any document, data or information ~~(including, without limitation, Work Product)~~ (including without limitation, Work Product) that it determines could be used to identify or obtain any or all of its or its subcontractors’ intellectual property or proprietary and confidential documents, data, information, analyses, processes and techniques. INSURICA shall, however, provide to client any documentation reasonably necessary to facilitate the transition process as determined in INSURICA’s sole discretion, reserving its right to redact any information regarding intellectual property or confidential information.

Section 7. Indemnification.

7.1 INSURICA shall indemnify and hold Client, its affiliated and subsidiary corporations, as well as officers, directors, employees and agents harmless for any and all losses, obligations, liabilities, damages, actions, suits, causes of action, claims, demands, settlements, judgments, or any other deficiencies or expenses, including reasonable attorneys’ fees and expenses, that are asserted against, imposed upon or incurred or suffered by Client that arise out of any act, omission, fraud, negligence, breach of duty, or any unauthorized activity or omissions by INSURICA under this Agreement.

7.2 To the extent permitted by Oklahoma Law, each Party agrees to hold the other Party harmless from any action brought by a regulatory body as a result of actions or omissions by the other Party.

7.3 This Section and Section 6 shall survive the termination of this Agreement.

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- 8.1 Client may provide INSURICA with certain proprietary and confidential information (“Confidential Information”) in connection with the Services provided by INSURICA under this Agreement. Neither INSURICA, nor any of its employees or agents, shall directly or indirectly disclose any Confidential Information to any third party on behalf of Client for any purpose except in furtherance of the Services rendered by INSURICA to Client.
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- 8.4 As between Client and INSURICA, Confidential Information shall be the sole and exclusive property of Client. Upon Client’s request, all documents and records in INSURICA’s possession containing Confidential Information shall be returned to Client; provided, however, that INSURICA may retain copies of documents that may contain confidential information which are necessary for the conduct and proper record keeping of INSURICA’s business in accordance with standard operating procedures or applicable law.

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Notices. All notices shall be in writing and shall be deemed to have been duly given if personally delivered, or, if mailed by United States first class mail, certified mail or registered mail, postage prepaid, or by a nationally recognized courier service to the other Party at their main corporate headquarters mailing address (or to such other address provided to the other Party in writing):

INSURICA Insurance Management Network
10 SW 2nd St. Suite 1
Lawton, Oklahoma 73501
Attn: Lindsay Neal, Vice President

City of Lawton
212 SW 9th Street
Lawton, Oklahoma 73501-3944
Attn: Criag Akard, Human Resources Director

Accepted and agreed:

INSURICA

Client

Signed: *Lindsay Neal*

Signed: _____

Printed: Lindsay Neal

Printed: _____

Title: Vice President

Title: _____

Date: 10/21/2024

Date: _____

Appendix A: Scope of Service

A. Renewal Services.

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- Mineral – provides client facing telephonic and web-based access to compliance hotline
- Mineral – virtual HR Library

- Benefit Comply – resources & compliance support
- Health Care Reform news and information
- Health Care Reform penalty modeling
- Information on compliance with federal and/or state laws including:
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 - Internal Revenue Code Section 125
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 - Additional employment laws
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Additional Key Resources: Morgan Griffin, Assistant Account Manager
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 - Basic Life: Blue Cross & Blue Shield of Oklahoma – (15% Commission)
 - Basic AD&D: Blue Cross & Blue Shield of Oklahoma – (15% Commission)
 - Vol. Life/AD&D: Blue Cross & Blue Shield of Oklahoma – (15% Commission)
 - Short Term Disability: Blue Cross & Blue Shield of Oklahoma – (15% Commission)
 - Long Term Disability: Blue Cross & Blue Shield of Oklahoma – (15% Commission)
 - Accident & Critical Ill. Blue Cross & Blue Shield of Oklahoma – (15% Commission)
 - Supplemental Benefits: Colonial Life – (10% Commission)
 - Medical Transport: MASA – (15% Commission)
 - Employee Assistance: Aetna – (No Commission)
 - Group Basic AD&D: Zurich – (15% Commission)

Special Termination & Payment Arrangements

INSURICA will provide CLIENT a 30-day continual access to the Enrollment Portal powered by Employee Navigator.
--



City of Lawton

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

Commentary

File #: 24-2140

Agenda Date: 12/3/2024

Agenda No: 7.

ITEM TITLE:

Consider approving a request to enter into a memorandum of understanding with the Tillman County Sheriff's Office and the City of Lawton authorizing the utilization of the Lawton Police Department's Training Facility to train their new officers in the Council of Law Enforcement and Training's Basic Academy (CLEET) which has been authorized by formal board action.

INITIATOR: James T. Smith, Police Chief

STAFF INFORMATION SOURCE: James T. Smith, Police Chief

BACKGROUND: The Tillman County Sheriff's Department and the Lawton Police Department have a desire to begin a partnership and efforts in the training of new uncertified peace officers / deputies. The City of Lawton has invested considerable resources to achieve its goal of becoming a regional training center where the vast majority of police training can be completed locally. Training in Lawton provides a more economical route to achieving CLEET certified officers. The Tillman County Sheriff's Office desires to utilize Lawton's academy to train their recruit officers.

EXHIBIT: Copy of the Memorandum of Understanding

KEY ISSUES: N/A

FUNDING SOURCE: This requires no additional cost to the City of Lawton. Tillman County Sheriff's Office will bear the sole expenses imposed for their recruits as stated within the proposed MOU.

STAFF RECOMMENDED COUNCIL ACTION: Approve the proposed MOU between the Tillman County Sheriff's Office and City of Lawton to authorize the Mayor and City Clerk to sign and execute the Memorandum of Understanding.

**Lawton Police Department
CLEET Academy
Memorandum of Understanding**

The purpose of this Memorandum of Understanding (M.O.U.) is to set the basic guidelines between the City of Lawton – Lawton Police Department (LPD) and those outside agencies who choose to send officers/deputies to the LPD CLEET Academy.

This M.O.U. is entered into by and between the City of Lawton, Oklahoma, a municipal corporation (Lawton) and the Tillman County Sheriff's Office (collectively referred to as the Parties).

WHEREAS, Lawton conducts a Council on Law Enforcement Education and Training (CLEET) approved police academy, which provides peace officer training to Lawton recruits (LPD Academy); and

WHEREAS, Tillman County Sheriff's Office desires from time-to-time to send its recruits (Tillman County Sheriff's Office recruits) to attend the LPD Academy for peace officer training, pending the availability of space at the LPD Academy; and

WHEREAS, without reducing its projected LPD Academy class size, the City of Lawton is willing to provide this training from time-to-time when, at its discretion, it chooses to offer an LPD Academy; and

WHEREAS, both parties desire to enter into this M.O.U. to outline their responsibilities with respect to such training; and

NOW THEREFORE, for and in consideration of the terms, covenant and conditions herein contained, the parties agree as follows:

1. Upon approval of the Tillman County Sheriff's Office recruit/s by Lawton and CLEET, Lawton will provide the Tillman County Sheriff's Office recruit/s access to the LPD Academy, which includes LPD training, instructors, classrooms and facilities. As consideration for this training, Tillman County Sheriff's Office shall provide: (1) instructors to facilitate academy training, as requested by LPD; and (2) pay the City of Lawton \$1,200.00 per recruit to offset the cost of the Lawton Police Department instructors, facilities, materials, supplies and handouts.
2. The Tillman County Sheriff's Office recruits shall be treated in the same manner as LPD recruits for purposes of training, academics, ethics and discipline. Lawton reserves the

right to reject any applicant to the LPD Academy and to decide whether any Tillman County Sheriff's Office recruit is maintaining the academic standards necessary to continue and graduate from the LPD Academy. The determination of whether a failure to adhere to Lawton or LPD policies is grounds for immediate termination of a Tillman County Sheriff's Office recruit from the LPD Academy shall be left to the discretion of the LPD Chief of Police, or his designee. Tillman County Sheriff's Office recruits shall not have any property right and/or interest in attending/completing the LPD Academy.

3. Upon determining that a Tillman County Sheriff's Office recruit is not maintaining CLEET and/or LPD standards to continue and/or graduate from the LPD Academy or determining that a Tillman County Sheriff's Office recruit has violated a Lawton or LPD policy, Lawton will notify the Tillman County Sheriff's Office prior to Lawton terminating the Tillman County Sheriff's Office recruit from the LPD Academy.
4. Lawton will provide original training records for each Tillman County Sheriff's Office recruit to the Tillman County Sheriff's Office upon completion of the Academy or termination of the recruits' attendance at the LPD Academy. Lawton will maintain lesson plans, rosters and other documentation common to the class as a whole and consistent with the requirements of State law and rules of CLEET.
5. This M.O.U. is not intended and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture, joint powers or association between the parties. No joint employment is intended or created by this M.O.U., and the Tillman County Sheriff's Office shall bear the sole responsibility for furnishing insurance including Workman's Compensation insurance, pay/salaries, benefits including satisfaction of requirements of the State retirement systems, weapons, ammunition, uniforms and ancillary supplies for the Tillman County Sheriff's Office recruits. At no time shall any Tillman County Sheriff's Office recruit be considered an employee of the City of Lawton. Rather, Tillman County Sheriff's Office recruits shall be considered employees of the Tillman County Sheriff's Office.
6. The Tillman County Sheriff's Office shall be solely responsible for the acts of its recruits within the scope and course of their employment. The Tillman County Sheriff's Office shall pay for damages to its own property and damages to Lawton's or third party's property that occurs as a result of this M.O.U.
7. Tillman County Sheriff's Office and Lawton recognize that they each are subject to the provisions of the Oklahoma Governmental Tort Claims Act (51 O.S. Sec. 151 et seq.), and, as such, each shall be liable for the negligent acts and omissions of its own officers, agents or employees in connection with the performance of their official duties under this M.O.U. For tort liability purposes, no entity or agency shall be considered the agent of the other agency. Each entity or agency shall be liable (if at all) only for the torts of its own officers, agents or employees that occur within the scope of their duties.
8. The waiver by either party of a breach or violation of any provision of this M.O.U. shall not operate as, nor be construed to be, a waiver of any subsequent or other breach hereof.

9. If any one or more of the provisions contained in the M.O.U. shall be held to be invalid, illegal, or unenforceable for any reason or in any respect, such invalidity, illegality or unenforceability shall not affect any other provision hereof, and this M.O.U. shall be construed as if such provision had never been contained herein.
10. The laws of the State of Oklahoma shall govern this M.O.U. In the event of a dispute, the Parties agree that the venue will be the Comanche County District Court unless otherwise agreed to by the Parties.
11. This M.O.U. may be amended only by the mutual written consent of authorized representatives for all Parties.
12. Any notices to be given hereunder are deemed to be given when personally delivered in writing or deposited in the United States mail, postage prepaid, and addressed as follows:

For Lawton:

James T. Smith
Chief of Police
100 S. Railroad Street
Lawton, Oklahoma 73501

For Tillman County Sheriff's Office:

Oscar Juanes
Tillman County Sheriff's Office
1200 S. Main Street
Frederick, Ok 73542

13. This M.O.U. may be terminated at any time by either Party by mailing the Party written notice of termination in accordance with the notice provision set forth above. In the event that a Party decides to terminate this M.O.U., the Parties shall consult prior to the date of termination to ensure termination occurs on the most economical and equitable terms.

IN WITNESS WHEREOF, the parties hereto have caused this Memorandum of Understanding to be executed and effective as of the date of signature of the Manager of the City of Lawton.

CITY OF LAWTON

TILLMAN COUNTY SHERIFF'S OFFICE

Lawton City Mayor

County Commissioner Chairman

Date

10/14/2024

Date

ATTEST:

ATTEST:

City Clerk

Cathy Caldwell

County Clerk

Date

10-14-2024

Date



Approved as to form:

Approved as to form:

City Attorney

County Attorney
District

Approved:

Approved:

Police Chief

Ocean Jones

Sheriff



City of Lawton

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

Commentary

File #: 24-2156

Agenda Date: 12/3/2024

Agenda No: 8.

ITEM TITLE:

Consider approving an agreement (statement of work) with CivicPlus for an initial term of 12 months in the amount of \$90,133.27 for agenda management software, open records request software, and a municipal website solution; said agreement may be renewed thereafter by mutual agreement of the parties subject to an annual rate escalation.

INITIATOR: Donalynn Blazek-Scherler, City Clerk; Judy Franco, IT Director

STAFF INFORMATION SOURCE: Donalynn Blazek-Scherler, City Clerk; Judy Franco, IT Director

BACKGROUND: At the November 5, 2024 City Council meeting, CivicPlus, a leading provider of integrated technology solutions for local governments, gave a presentation regarding three key software services: agenda management, open records management, and a comprehensive municipal website solution. CivicPlus specializes in designing user-friendly, accessible digital solutions to enhance governmental transparency, efficiency, and community engagement. The proposed contract with CivicPlus, totaling \$90,133.27 for the initial implementation and \$76,243.56 annually thereafter, covers these three services and is available through The Interlocal Purchasing System (TIPS), a cooperative purchasing program that allows municipalities to procure products and services at competitively bid rates. By utilizing TIPS, the City can achieve both cost savings and streamlined procurement for these essential digital tools. Note: the proposal is for an initial 12 month term, but may be renewed upon mutual agreement of the parties. Each additional year includes a five percent rate escalation with the Year 2's \$76,243.56 rate being subject to the five percent escalation. Approval of the Statement of Work shall be subject to the terms and conditions of the CivicPlus Master Services Agreement and the applicable Solution and Services terms and conditions located at www.civicplus.help/hc/en-us/p/legal-stuff <<http://www.civicplus.help/hc/en-us/p/legal-stuff>> .

Benefits of the Proposed Solutions:

Agenda Management Software: Streamlines the process of preparing, distributing, and publishing agendas, which increases efficiency and accessibility for both city staff and residents. **Open Records Software:**

Enhances compliance with the Oklahoma Open Records Act by providing a centralized, secure platform for managing public information requests, thereby improving transparency and response times.

Municipal Website: Offers a modern, ADA-compliant website platform designed to facilitate resident access to city services, updates, and resources, fostering greater civic engagement and communication.

EXHIBIT: CivicPlus Statement of Work Quote

KEY ISSUES: N/A

FUNDING SOURCE: City Manager's Contingency Fund

STAFF RECOMMENDED COUNCIL ACTION: Approve an agreement (statement of work) with CivicPlus for an initial term of 12 months in the amount of \$90,133.27 for agenda management software, open

records request software, and a municipal website solution; said agreement may be renewed thereafter by mutual agreement of the parties subject to an annual rate escalation.



CivicPlus

302 South 4th St. Suite 500
 Manhattan, KS 66502
 US

Quote #:
Date:
Expires On:

Statement of Work
 Q-85803-1
 10/14/2024 1:37 PM
 11/8/2024

Client:
 City of Lawton, OK

Bill To:
 LAWTON CITY, OKLAHOMA

SALESPERSON	Phone	EMAIL	DELIVERY METHOD	PAYMENT METHOD
Jacen Clapp	785-222-4874	jacen.clapp@civicplus.com		Net 30

Group1

QTY	PRODUCT NAME	DESCRIPTION	DISCOUNT %
1.00	AMM Select: Pro Annual Fee	AMM Select: Pro Annual Fee	5
1.00	AMM Select: Pro Premium Implementation	Pro Premium Implementation; Includes config. of up to 10 meeting types, up to 10 boards, 1 approval workflow per meeting type, 4 hrs of training, and 2 hrs of consulting; Includes 1 original agenda, 1 original minutes, and 1 original staff report design	5
1.00	AMM: Year 1 Annual Fee Discount	Year 1 Annual Fee Discount	0
1.00	CivicPlus Media: Annual Fee	CivicPlus Media Annual Fee: Unlimited storage, unlimited users, up to 3 concurrent streams	5
1.00	AMM: Year 1 Annual Fee Discount	Year 1 Annual Fee Discount	0
1.00	CivicPlus Media: Implementation Fee	CivicPlus Media: Implementation Fee	5
1.00	AMM Select: Live Meeting Manager Annual Fee	AMM Select: Live Meeting Manager Annual Fee	5
1.00	AMM: Year 1 Annual Fee Discount	Year 1 Annual Fee Discount	0
1.00	AMM Select: Live Meeting Manager Implementation Fee	Live Meeting Manager Implementation	5
1.00	Process Automation: Board Application + Power Automate Annual Fee	Process Automation: Board Application + Power Automate Annual Fee	5

QTY	PRODUCT NAME	DESCRIPTION	DISCOUNT %
1.00	Process Automation Year 1 Annual Fee Discount	Year 1 Annual Fee Discount	0
1.00	Process Automation: Board Application + Power Automate Setup Fee	Process Automation: Board Application + Power Automate Setup Fee	5
1.00	Process Automation: Board Applications Annual Fee	Process Automation: Board Applications Annual Fee - 20 Standard Boards	5
1.00	Process Automation Year 1 Annual Fee Discount	Year 1 Annual Fee Discount	0
1.00	Process Automation: Board Applications Setup Fee	Process Automation: Board Applications Setup Fee - 20 Standard Boards	5
1.00	AMM Select: Historical Import Fee with Videos (750+)	Historical import of more than 750 meetings; Volume is calculated based on number of meetings being imported; Import does include video files	5

NextRequest

QTY	PRODUCT NAME	DESCRIPTION	DISCOUNT %
1.00	NextRequest Standard	NextRequest Standard with up to 10 Admin-Publisher Users and 2TB of Storage	5
1.00	NextRequest Standard Implementation	NextRequest Standard Implementation (Virtual Only)	5
1.00	NextRequest Risk Module	NextRequest Risk Module	5
1.00	NextRequest Year 1 Annual Fee Discount	Year 1 Annual Fee Discount	0

Web Central - Ultimate

QTY	PRODUCT NAME	DESCRIPTION	DISCOUNT %
1.00	Annual - CivicEngage Central	Annual - CivicEngage Central	5
1.00	Hosting & Security Annual Fee - CivicEngage Central	Hosting & Security Annual Fee - CivicEngage Central	5
1.00	Guardian Security (Cloudflare WAF/CDN)	Cloudflare Tier 1 WAF/CDN security protection	5
1.00	SSL Management CivicPlus Provided	SSL Management CivicPlus Provided: URL	5
1.00	DNS Hosting for .GOV Annual Fee	DNS Hosting for .GOV Annual Fee: URL	5

QTY	PRODUCT NAME	DESCRIPTION	DISCOUNT %
1.00	Ultimate Implementation - CivicEngage Central	Ultimate Implementation - CivicEngage Central	20
1.00	48 Month Redesign Ultimate Annual - CivicEngage Central	48 Month Redesign Ultimate Annual - CivicEngage Central	5
250.00	Website Content Development - 1 Page	Content Development - 1 Page	20
6.00	Website New Customer Virtual System Training - Up to 3 hours	Website Virtual System Training - Up to 3 hours & 12 attendees	20
1.00	Agendas & Minutes Migration - PDF - 100 Meetings	Content Migration : Agendas & Minutes - Per 100 Meetings (Approx. 1 year)	20
1.00	Alignment Virtual Consulting	Up to 2 days virtual consult. Recommended group 8 or less.	20
1.00	AudioEye Managed	AudioEye Managed	5
1.00	CivicPlus Chatbot Subscription	Powered by AI technology, the Frase Answer Engine for Local Government uses website content to answer citizen questions. This solution includes dashboard analytics and language translation.	5
1.00	Website Year 1 Annual Fee Discount	Year 1 Annual Fee Discount	0
1.00	Ultimate Department Header Annual Fee	Ultimate Department Header Annual Fee	5
1.00	Ultimate Department Header Implementation	Ultimate Department Header Implementation	20

List Price - Initial Term Total	USD 143,789.38
Total Investment - Initial Term	USD 90,133.27
Annual Recurring Services (Subject to Uplift)	USD 76,243.56

Initial Term	12 Months
Initial Term Invoice Schedule	30% invoiced at Signing 70% invoiced upon project completion or August 1, 2025, whichever comes first
Renewal Procedure	Upon mutual agreement by the parties
Annual Uplift	5% to be applied in year 2

This Statement of Work ("SOW") and the Interlocal Purchasing System Contract # 220105 ("TIPS Contract # 220105") shall be subject to the terms and conditions of the CivicPlus Master Services Agreement and the applicable Solution and Services terms and conditions located at <https://www.civicplus.help/hc/en-us/p/legal-stuff> (collectively, the "Binding Terms"), By signing this SOW, Client expressly agrees to the terms and conditions of the Binding Terms throughout the term of this SOW.

Acceptance

The undersigned has read and agrees to the following Binding Terms, which are incorporated into this SOW, and have caused this SOW to be executed as of the date signed by the Customer which will be the Effective Date:

For CivicPlus Billing Information, please visit <https://www.civicplus.com/verify/>

Authorized Client Signature

CivicPlus

By (please sign):

By (please sign):

Printed Name:

Printed Name:

Title:

Title:

Date:

Date:

Organization Legal Name:

Billing Contact:

Title:

Billing Phone Number:

Billing Email:

Billing Address:

Mailing Address: (If different from above)

PO Number: (Info needed on Invoice (PO or Job#) if required)



City of Lawton

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

Commentary

File #: 24-2160

Agenda Date: 12/3/2024

Agenda No: 9.

ITEM TITLE:

Consider a professional services agreement with FORVIS MAZARS, LLP (FORVIS) for the City's annual auditing services for FY 2023-2024, including the City's required single audit of expenditures from federal financial awards.

INITIATOR: Rebecca Johnson, Finance Director

STAFF INFORMATION SOURCE: Rebecca Johnson, Finance Director

BACKGROUND: FORVIS will provide the financial audit, single audit, state auditor and inspector form, and landfill agreed-upon procedures as a part of their contracted services. FORVIS is familiar with the City's policies and procedures and, they have diligently worked at completing two fiscal year audits for us in this past calendar year which was challenging at best. Finance recommends that the City utilize FORVIS for an additional year to complete this catch up process. The negotiated fee for the FY 2023-2024 audit is \$193,000.00.

EXHIBIT: Professional Services Contract

KEY ISSUES: None

FUNDING SOURCE: 1002501-52025

STAFF RECOMMENDED COUNCIL ACTION: Approve the professional services agreement with FORVIS for auditing services and authorize the Mayor and City Clerk to execute FORVIS's engagement letter.

Forvis Mazars, LLP
5115 W. JB Hunt Drive
Rogers, AR 72758
P 479.845.0270 | F 479.845.0840
forvismazars.us



December 3, 2024

Lawton City Council
Honorable Stan Booker, Mayor
Mr. John Ratliff, City Manager
Ms. Rebecca Johnson, Finance Director
City of Lawton, Oklahoma
212 SW 9th Street
Lawton, Oklahoma 73501

We appreciate your selection of **Forvis Mazars, LLP** as your service provider and are pleased to confirm the arrangements of our engagement in this contract. Within the requirements of our professional standards and any duties owed to the public, regulatory, or other authorities, our goal is to provide you an **Unmatched Client Experience**.

In addition to the terms set forth in this contract, including the detailed **Scope of Services**, our engagement is governed by the following, incorporated fully by this reference:

- HIPAA Business Associate Agreement
- Terms and Conditions Addendum Summary Scope of Services

As described in the attached **Scope of Services**, our services will include the following:

City of Lawton, Oklahoma

- Audit Services for the year ended June 30, 2024
- Compilation Services of the SA&I Form 2643/2645 – Annual Survey of City and Town Finances as of and for the year ended June 30, 2024

You agree to assume full responsibility for the substantive outcomes of the contracted services and for any other services we may provide, including any findings that may result.

You also acknowledge these services are adequate for your purposes, and you will establish and monitor the performance of these services to ensure they meet management's objectives. All decisions involving management responsibilities related to these services will be made by you, and you accept full responsibility for such decisions.

We understand you have designated a management-level individual(s) to be responsible and accountable for overseeing the performance of nonattest services, and you have determined this individual is qualified to conduct such oversight.

Engagement Fees

The fee for our services will be \$193,000.

Our quoted fee includes estimated travel costs and fees for services from other professionals, if any, as well as an administrative fee of five (5) % to cover certain technology and administrative costs associated with our services. The fees are broken down as follows:

Financial audit for the City	\$156,000
Single audit	23,500
State Auditor and Inspector Form	5,000
Landfill agreed-upon procedures	2,500
Expenses	<u>6,000</u>
Total	<u>\$193,000</u>

Our fees are based upon the understanding that your personnel will be available to assist. Assistance from your personnel is expected to include:

- Preparing audit schedules to support all significant balance sheet and certain other accounts
- Responding to auditor inquiries
- Preparing confirmation and other letters
- Pulling selected invoices and other documents from files
- Helping to resolve any differences or exceptions noted

We will provide you with a detailed list of assistance and schedules required and the date such assistance and schedules are to be provided before the audit begins. All schedules should be provided in electronic form unless indicated otherwise.

Our pricing for this engagement and our fee structure are based upon the expectation that our invoices will be paid promptly. Payment of our invoices is due upon receipt.

Our timely completion of services and the fees thereon depends on the assistance you provide us in accumulating information and responding to our inquiries. Inaccuracies or delays in providing this information or the responses may result in additional billings, untimely filings, or inability to meet other deadlines.

Our hours and related fees to complete the audit are also based on the following assumptions:

- There will be no required restatements, and required adjustment, if any, will be limited in volume and complexity.
- Single audit major programs/clusters, as determined by OMG Uniform Guidance requirements will be limited to two. Additional major programs will generally require an additional \$10,000 per program.
- The City will provide the trial balance prior to fieldwork, currently anticipated to being January 2025 and will make ready supporting schedules upon arrival.
- The City will provide a completed draft of the financial statements, notes to the financial statements and supplemental schedules and other required information upon the conclusion of our fieldwork, currently anticipated to be in late February 2025. The draft is expected to agree to the trial balances and documentation provided.
- Any assistance with the implementation of new significant accounting standards will be limited to general guidance and inquiries.
- No significant growth in the operations of the City or additions or major funds, component units or joint ventures has occurred.

If there are changes in circumstances where these or other conditions become known and significant additional time is necessary or additional services are requested, we reserve the right to revise our fees.

Contract Agreement

Please sign and return this contract to indicate your acknowledgment of, and agreement with, the arrangements for our services including our respective responsibilities.

Forvis Mazars, LLP

Acknowledged and agreed to as it relates to the entire contract, including the **Scope of Services, HIPAA Business Associate Agreement, and Terms and Conditions Addendum**, on behalf of the City of Lawton, Oklahoma.

BY _____
Stan Booker, Mayor

DATE _____

BY _____
John Ratliff, City Manager

DATE _____

ATTEST:

BY _____
Donalynn Blazek-Scherler, City Clerk

Date _____

Approved as to form and legality this _____ day of _____ 2024

BY _____
John R Andrew, City Attorney

DATE _____

Scope of Services – Audit Services

We will audit the governmental activities, the business-type activities, the aggregate discretely presented component units, each major fund, and the aggregate remaining fund information and related disclosures, which collectively comprise the basic financial statements for the following entity:

City of Lawton, Oklahoma as of and for the year ended June 30, 2024

The audit has the following broad objectives:

- Obtaining reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error
- Expressing opinions on the financial statements
- Issuing a report on your internal control over financial reporting and compliance and other matters based on the audit of your financial statements in accordance with *Government Auditing Standards*
- Expressing an opinion on your compliance with the types of compliance requirements described in the OMB *Compliance Supplement* that could have a direct and material effect to each of your major federal award programs in accordance with the audit requirements of Title 2 U.S. *Code of Federal Regulations Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance)
- Issuing a report on your internal control over compliance in accordance with the Uniform Guidance
- Issuing a report on your schedule of expenditures of federal awards

You have informed us that the audited financial statements are expected to be presented along with management's annual report. Management is responsible for the other information included in the annual report. The other information comprises the annual report but does not include the financial statements and our auditor's report thereon. Our opinion on the financial statements will not cover the other information, and we will not express an opinion or any form of assurance thereon. In connection with our audit of the financial statements, our responsibility is to read the other information and consider whether a material inconsistency exists between the other information and the financial statements, or whether the other information otherwise appears to be materially misstated. If, based on the work performed, we conclude that an uncorrected material misstatement of the other information exists, we are required to describe it in our report.

We will also express an opinion on whether the combining schedules and schedule of expenditures of federal awards ("supplementary information") are fairly stated, in all material respects, in relation to the financial statements as a whole.

We will complete the auditee portion of the Form SF-SAC (Data Collection Form) through the Federal Audit Clearinghouse. We will not make the submission on your behalf. You will review a draft(s) of the submission prior to transmission and agree that you are solely responsible for approving the final draft for transmission as well as for the auditee submission and certification.

We will also provide you with the following nonattest services:

- Preparing a draft of the single audit report, including the schedule of expenditures of federal awards

You agree to assume all management responsibilities and to oversee the nonattest services we will provide by designating an individual possessing suitable skill, knowledge, and/or experience. You acknowledge that nonattest services are not covered under *Government Auditing Standards*. You are responsible for:

- Making all management decisions and performing all management functions
- Evaluating the adequacy and results of the services performed
- Accepting responsibility for the results of such services
- Designing, implementing, and maintaining internal controls, including monitoring ongoing activities

Cynthia Burns, Director is responsible for supervising the engagement and authorizing the signing of the report or reports.

We will issue a written report(s) upon completion of our audit(s), addressed to the following parties:

Entity Name	Party Name
City of Lawton, Oklahoma	City Council

You are responsible to distribute our reports to other officials who have legal oversight authority or those responsible for acting on audit findings and recommendations, and to others authorized to receive such reports.

The following apply for the audit services described above:

Our Responsibilities

We will conduct our audit in accordance with auditing standards generally accepted in the United States of America (GAAS), the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States and the Uniform Guidance. Those standards require that we plan and perform:

- The audit of the financial statements to obtain reasonable rather than absolute assurance about whether the financial statements are free of material misstatement, whether caused by fraud or error
- The audit of compliance to obtain reasonable rather than absolute assurance about whether the entity(ies) complied with the types of compliance requirements described in the OMB Compliance Supplement that could have a direct and material effect on each major federal award program

We will exercise professional judgment and maintain professional skepticism throughout the audit.

We will identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, design and perform audit procedures responsive to those risks, and obtain audit evidence that is sufficient and appropriate to provide a basis for our opinion.

We will obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances.

We will evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements, including the disclosures, and whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation.

We will also conclude, based on audit evidence obtained, whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the entity's ability to continue as a going concern for a reasonable period of time.

We will identify and assess the risks of material noncompliance, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the entity's compliance with compliance requirements subject to audit and performing such other procedures as the auditor considers necessary in the circumstances.

We will obtain an understanding of the entity's internal control over compliance relevant to the audit in order to design audit procedures that are appropriate in the circumstances and to test and report on internal control over compliance in accordance with the Uniform Guidance but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control over compliance. Accordingly, no such opinion is expressed.

We are required to communicate with those charged with governance, regarding, among other matters, the planned scope and timing of the audit and any significant deficiencies and material weaknesses in internal control over compliance that the auditor identified during the audit.

Limitations & Fraud

Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit that is planned and conducted in accordance with GAAS will always detect a material misstatement or material noncompliance with federal award programs when it exists. Misstatements, including omissions, can arise from fraud or error and are considered material if, there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements. Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

The risk of not detecting a material misstatement or material noncompliance resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Noncompliance with compliance requirements is considered material if there is a substantial likelihood that, individually or in the aggregate, it would influence the judgment made by a reasonable user of the report on compliance about the entity's compliance with the requirements of the federal programs as a whole.

Our understanding of internal control is not for the purpose of expressing an opinion on the effectiveness of your internal control. However, we will communicate to you in writing any significant deficiencies or material weaknesses in internal control relevant to the audit of the financial statements that we identify during the audit.

We are available to perform additional procedures with regard to fraud detection and prevention at your request, subject to completion of our normal engagement acceptance procedures. The actual terms and fees of such an engagement would be documented in a separate contract to be signed by you and Forvis Mazars.

Opinion

Circumstances may arise in which our report may differ from its expected form and content based on the results of our audit. Depending on the nature of these circumstances, it may be necessary for us to modify our opinion, add an emphasis-of-matter paragraph or other-matter paragraph(s) to our auditor's report, or if necessary, decline to express an opinion or withdraw from the engagement.

If we discover conditions that may prohibit us from issuing a standard report, we will notify you. In such circumstances, further arrangements may be necessary to continue our engagement.

Your Responsibilities

Management and, if applicable, those charged with governance acknowledge and understand their responsibility for the accuracy and completeness of all information provided and for the following:

- **Audit Support** – to provide us with:
 - Unrestricted access to persons within the entity or within components of the entity (including management, those charged with governance, and component auditors) from whom we determine it necessary to obtain audit evidence
 - Information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, including access to information relevant to disclosures
 - Information about events occurring or facts discovered subsequent to the date of the financial statements, of which management may become aware, that may affect the financial statements
 - Information about any known or suspected fraud affecting the entity involving management, employees with significant role in internal control, and others where fraud could have a material effect on the financials
 - Identification and provision of report copies of previous audits, attestation engagements, or other studies that directly relate to the objectives of the audit, including whether related recommendations have been implemented
 - Additional information that we may request for the purpose of the audit

- **Internal Control and Compliance** – for the:
 - Design, implementation, and maintenance of internal control relevant to compliance with laws and regulations and the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error
 - Alignment of internal control to ensure that appropriate goals and objectives are met; that management and financial information is reliable and properly reported; and that compliance with and identification of the laws, regulations, contracts, grants, or agreements (including any federal award programs) applicable to the entity's activities is achieved
 - Remedy, through timely and appropriate steps, of fraud and noncompliance with provisions of laws, regulations, contracts, or other agreements reported by the auditor
 - Establishment and maintenance of processes to track the status and address findings and recommendations of auditors

- **Accounting and Reporting** – for the:
 - Maintenance of adequate records, selection and application of accounting principles, and the safeguard of assets
 - Adjustment of the financial statements to correct material misstatements and confirmation to us in the representation letter that the effects of any uncorrected misstatements aggregated by us are immaterial, both individually and in the aggregate, to the financial statements taken as a whole
 - Preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America (or other basis if indicated in the contract)
 - Inclusion of the auditors' report in any document containing financial statements that indicates that such financial statements have been audited by us
 - Distribution of audit reports to any necessary parties

**Required
Supplementary
Information**

The results of our tests of compliance and internal control over financial reporting performed in connection with our audit of the financial statements may not fully meet the reasonable needs of report users. Management is responsible for obtaining audits, examinations, agreed-upon procedures, or other engagements that satisfy relevant legal, regulatory, or contractual requirements or fully meet other reasonable user needs.

Accounting principles generally accepted in the United States of America provide for certain required supplementary information ("RSI") to accompany the basic financial statements. We understand the following RSI will accompany the basic financial statements:

1. Management's Discussion and Analysis (MD&A)
2. Budgetary comparison
3. Pension and Other Postemployment Benefit information

Such information is the responsibility of management and, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context.

Management is responsible for the fair presentation of the RSI. As part of our engagement, we will apply certain limited procedures to the RSI in GAAS. These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements.

We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

**Supplementary
Information**

With regard to any supplementary information that we are engaged to report on:

- Management is responsible for its preparation in accordance with applicable criteria
- Management will provide certain written representations regarding the supplementary information at the conclusion of our engagement
- Management will include our report on this supplementary information in any document that contains this supplementary information and indicates we have reported on the supplementary information
- Management will make the supplementary information readily available to intended users if it is not presented with the audited financial statements

Such information is:

- Presented for the purpose of additional analysis of the financial statements
- Not a required part of the financial statements
- The responsibility of management

- Subjected to the auditing procedures applied in the audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with GAAS

**Written
Confirmations
Required**

As part of our audit process, we will request from management and, if applicable, those charged with governance written confirmation acknowledging certain responsibilities outlined in this contract and confirming:

- The availability of this information
- Certain representations made during the audit for all periods presented
- The effects of any uncorrected misstatements, if any, resulting from errors or fraud aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole

**Peer Review
Report**

Government Auditing Standards require that we provide you with a copy of our most recent external peer review report and any letter of comment, and any subsequent peer review reports and letters of comment received during the period of the contract, upon request. If you would like a copy, please request from your engagement executive.

Scope of Services – Compilation Services

We will prepare, from information provided in the City’s audited financial statements, Form SA&I 2643 – Annual Survey of City and Town Finances (the Form) of the City as of June 30, 2023, and for the year then ended in the prescribed format required by Oklahoma Statute, Section 17-105.1 of Title 11 and provided by the Office of the State Auditor and Inspector of the State of Oklahoma.

The objective of our engagement is to:

- Prepare the Form in accordance with the applicable financial reporting framework based on information provided by you
- Assist you in the preparation of the Form without undertaking to obtain or provide any assurance that there are no material modifications that should be made to the financial information contained in the prescribed form in order for it to be in accordance with the applicable financial reporting framework

Cynthia Burns, Director, is responsible for supervising the engagement and authorizing the signing of the report or reports. This engagement will include documentation submission to applicable third parties. Your authorization for such submission is required.

The following apply for the compilation services described above:

Our Responsibilities

We will conduct our compilation engagement in accordance with Statements on Standards for Accounting and Review Services (SSARs) promulgated by the Accounting and Review Services Committee of the AICPA and comply with the AICPA’s Code of Professional Conduct, including the ethical principles of integrity, objectivity, professional competence, and due care.

We are not required to, and will not, verify the accuracy or completeness of the information you will provide to us for the engagement or otherwise gather evidence for the purpose of expressing an opinion or a conclusion. Accordingly, we will not express an opinion, a conclusion, nor provide any assurance on the financial statements.

Limitations & Fraud

Our engagement cannot be relied upon to identify or disclose any financial statement misstatements, including those caused by fraud or error, or to identify or disclose any wrongdoing within the entity or noncompliance with laws and regulations. However, we will inform you of any such matters, if material, that come to our attention.

We are available to perform additional procedures with regard to fraud detection and prevention at your request, subject to completion of our normal engagement acceptance procedures. The actual terms and fees of such an engagement would be documented in a separate contract to be signed by you and Forvis Mazars, LLP.

Reports

As part of our engagement, we will issue a report that will state that we did not audit or review the form and that, accordingly, we do not express an opinion, a conclusion, nor provide any assurance on it.

You agree to include our accountant’s compilation report in any document containing financial statements that indicates that we have performed a compilation engagement on such financial statements and, prior to inclusion of the report, to ask our permission to do so.

If, for any reason, we are unable to complete our engagement, we may decline to issue a report as a result of this engagement.

Your Responsibilities

The engagement to be performed is conducted on the basis that management acknowledges and understands that our role is to prepare the form in accordance with the applicable financial reporting framework and assist management in the presentation of the form in accordance with the applicable financial reporting framework. Management has the following overall responsibilities that are fundamental to our undertaking the engagement in accordance with SSARs:

- **Compilation Support** – to provide us with:
 - Unrestricted access to persons within the entity or within components of the entity from whom we determine it necessary to make inquiries
 - Information of which you are aware that is relevant to the preparation and fair presentation of the form, including access to information relevant to disclosures
 - Information about events occurring or facts discovered subsequent to the date of the financial statements, of which management may become aware, that may affect the form
 - Information about any known or suspected fraud affecting the entity involving management, employees with significant role in internal control, and others where fraud could have a material effect on the financials
 - Additional information that we may request for the purpose of the engagement

- **Internal Control and Compliance** – for the:
 - Design, implementation, and maintenance of internal control relevant to compliance with laws and regulations and the preparation and fair presentation of the form that are free from material misstatement, whether due to fraud or error
 - Alignment of internal control to ensure that appropriate goals and objectives are met; that management and financial information is reliable and properly reported; and that compliance with and identification of the laws, regulations, contracts, grants, or agreements (including any federal award programs) applicable to the entity's activities is achieved

- **Accounting and Reporting** – for the:
 - Maintenance of adequate records, selection and application of accounting principles, and the safeguard of assets
 - Selection of the financial reporting framework to be applied in the preparation of the form
 - Preparation and fair presentation of the form in accordance with the applicable reporting framework

You retain responsibility for performing management responsibilities and making management decisions and for designating an individual with suitable skills, knowledge, and experience to oversee our preparation of your financial statements. You are responsible for evaluating the adequacy and results of the services performed and accepting responsibility for such services. Accordingly, we will routinely submit to you journal entries, listings of transactions, or other entries or changes for your approval. You should review these items and contact us regarding any questions or changes that you wish to be made. If you approve of these entries, no response is necessary.

HIPAA Business Associate Agreement

This Business Associate Agreement (“BAA”) is entered into by and between **Forvis Mazars, LLP** (hereinafter referred to as “Business Associate”) and City of Lawton, Oklahoma (hereinafter referred to as “Covered Entity”).

RECITALS

Business Associate provides services to Covered Entity under this contract (the “Contract”), and Covered Entity wishes to disclose certain information to Business Associate pursuant to the terms of such Contract, some of which may constitute Protected Health Information (“PHI”).

The purpose of this BAA is to comply with all applicable federal and state laws governing the privacy of PHI. As used herein, the Privacy Rule and the Security Rule are each deemed to include the amendments thereto, collectively referred to as “HIPAA/HITECH Final Omnibus Rule,” that are included in the:

- Modifications to the *Health Insurance Portability and Accountability Act of 1996* (“HIPAA”) Privacy, Security, Enforcement, and Breach Notification Rules Under the *Health Information Technology for Economic and Clinical Health Act* (the “HITECH Act”) and the Genetic Information Nondiscrimination Act
- Other Modifications to the HIPAA Rules
- Final Rule (the “Omnibus Rule”), 78 Fed. Reg. 5565

Notwithstanding the terms of this or any other agreement between Covered Entity and Business Associate, Business Associate shall comply with all of its statutory and regulatory obligations stated under the HIPAA/HITECH Final Omnibus Rule. The terms stated herein shall have the same definitions as provided in HIPAA.

In consideration of the mutual promises below and the exchange of information pursuant to this BAA, the parties agree as follows:

1. **Permitted Uses and Disclosures.** Except as described in the enumerated subparagraphs below, Business Associate shall not use or disclose PHI received from Covered Entity or created on behalf of Covered Entity. Exceptions:
 - 1.1. As reasonably necessary to provide the services in the Contract;
 - 1.2. As otherwise permitted or required by this BAA;
 - 1.3. As required by law; and
 - 1.4. For the proper management and administration of Business Associate’s business and to disclose PHI in connection with such management and administration, and to carry out the legal responsibilities of the Business Associate, provided Business Associate obtains reasonable assurances from the recipient that the PHI shall be held confidentially and used or further disclosed only as required by law or for the purpose for which it was disclosed to the recipient, and Business Associate requires the recipient to notify it of any instances of which

it is aware in which the confidentiality of the PHI has been breached.

2. **Safeguards.** Business Associate shall not use or disclose PHI other than as permitted or required by the BAA or as required by law.
 - 2.1. Business Associate shall establish and maintain appropriate safeguards and shall comply with the Security Rule with respect to electronic PHI (“ePHI”) to prevent the use or disclosure of such ePHI other than as provided for by the Contract including this BAA.
 - 2.2. To the extent the Business Associate is to carry out one or more of Covered Entity’s obligation(s) under Subpart E of 45 CFR Part 164, comply with the requirements of Subpart E that apply to the Covered Entity in the performance of such obligation(s).
3. **Subcontracts.** In accordance with the requirements of the Privacy Rule and the Security Rule, Business Associate shall ensure any subcontractors that create, receive, maintain, or transmit PHI on behalf of Business Associate agree to the same restrictions, conditions, and requirements that apply to the Business Associate with respect to such information.
4. **Obligations of Covered Entity.** Covered Entity shall obtain any consent or authorization that may be required by HIPAA, or applicable state law, prior to furnishing Business Associate with PHI, including ePHI. Covered Entity shall notify Business Associate of:
 - 4.1. Any limitation(s) in the Covered Entity’s notice of privacy practices under 45 CFR 164.520, to the extent that such limitation may affect Business Associate’s use or disclosure of PHI;
 - 4.2. Any changes in, or revocation of, the permission by an individual to use or disclose his or her PHI, to the extent that such changes may affect Business Associate’s use or disclosure of PHI; and
 - 4.3. Any restriction on the use or disclosure of PHI that Covered Entity has agreed to or is required to abide by under 45 CFR 164.522, to the extent that such restriction may affect Business Associate’s use or disclosure of PHI.

Covered Entity shall not request Business Associate to use or disclose PHI in any manner that would not be permissible under Subpart E of 45 CFR Part 164 if done by Covered Entity. Covered Entity shall provide to Business Associate only the minimum PHI necessary to perform the services set forth in a Contract.
5. **Reporting, Notification, and Mitigation.**
 - 5.1. Reporting. Business Associate shall notify Covered Entity of any use or disclosure of PHI not provided for by the BAA of which it becomes aware, including breaches of unsecured PHI as required at 45 CFR 164.410, and any security incident of which it becomes aware, provided that with respect to Unsuccessful Security Incidents (as

defined below), Business Associate shall report to Covered Entity any such Unsuccessful Security Incidents that are material to the protection of Covered Entity's PHI. For purposes of this Business Associate Agreement, the term "Unsuccessful Security Incident" shall mean any security incident that does not result in any unauthorized access, use, disclosure, modification, or destruction of ePHI or any interference with system operations in Business Associate's information system.

5.2. Notification. To assist Covered Entity in fulfilling its responsibility to notify individuals and others of a breach involving Unsecured PHI as required by HIPAA and applicable state law, the notification shall include, to the greatest extent reasonably possible:

- i. Each individual whose unsecured PHI was subject to the breach; and
- ii. Any other available information Covered Entity is required to include in its legally required notification to individual(s) or others.

5.3. Mitigation. Business Associate shall mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of PHI by Business Associate in violation of the requirements of this BAA.

6. Term and Termination.

6.1. Term. The Term of this BAA shall be effective as of the last date signed and shall terminate without any further action of the parties upon the expiration or termination of the Contract or on the date Covered Entity terminates for cause as authorized in paragraph 6.2 of this section, whichever is sooner.

6.2. Termination for Cause. Covered Entity may terminate this BAA if Business Associate has violated a material term of the BAA and Business Associate has not cured the breach or ended the violation within the time specified by Covered Entity.

6.3. Obligations of Business Associate Upon Termination. Upon termination of this BAA for any reason, Business Associate, with respect to PHI received from Covered Entity, or created, maintained, or received by Business Associate on behalf of Covered Entity, shall:

- i. Retain only that PHI which is necessary for Business Associate to continue its proper management and administration or to carry out its legal responsibilities;
- ii. Return to Covered Entity or destroy the remaining PHI that the Business Associate still maintains in any form;
- iii. Continue to use appropriate safeguards and comply with Subpart C of 45 CFR Part 164 with respect to ePHI to prevent use or disclosure of the PHI, other than as provided for in this section, for as long as Business Associate retains the PHI;

iv. Not use or disclose the PHI retained by Business Associate other than for the purposes for which such PHI was retained and subject to the same conditions set forth in this BAA which applied prior to termination; and

v. Return to Covered Entity or destroy the PHI retained by Business Associate when it is no longer needed by Business Associate for its proper management and administration or to carry out its legal responsibilities.

6.4. Survival. The obligations of Business Associate under this section shall survive the termination of this BAA.

7. **Designated Record Set.** To the extent Business Associate maintains PHI in a Designated Record Set, Business Associate shall:

7.1. Make available PHI in a Designated Record Set to the Covered Entity as necessary to satisfy Covered Entity's obligations under 45 CFR 164.524; and

7.2. Incorporate any amendments or corrections to PHI at the request of Covered Entity in accordance with 45 CFR 164.526, or take other measures as necessary to satisfy Covered Entity's obligations under 45 CFR 164.526.

8. **Accounting of Disclosures.** Business Associate shall maintain and make available the information required to provide an accounting of disclosures to the Covered Entity as necessary to satisfy Covered Entity's obligations under 45 CFR 164.528.

9. **Access to Records.** Business Associate shall make its internal practices, books, and records available to the Secretary of Health and Human Services for purposes of determining compliance with the HIPAA Rules.

10. **Insurance.** Business Associate shall maintain insurance coverage in form and amount necessary to cover data loss and/or damage or the unauthorized disclosure and/or fraudulent use of data. Upon request, Business Associate shall provide Covered Entity with a certificate of insurance evidencing the coverage.

11. **Privilege.** No statutory or common law privilege, including privileges established or recognized by the attorney-client, accountant-client, or other legal privilege, shall be deemed to have been waived by virtue of this BAA.

12. **No Third-Party Beneficiaries.** Nothing herein, express or implied, is intended to or shall confer upon any other person or entity any legal or equitable right, benefit, or remedy of any nature whatsoever under or by reason of this BAA.

13. **Integration.** Any reference in this Agreement to a section of the HIPAA/HITECH Final Omnibus Rule, and applicable regulations, means the section as in effect as amended and for which compliance is required.

14. **General.** This BAA is governed by, and shall be construed in accordance with, the laws of the State of Texas. If any part of a provision of this BAA is found illegal or unenforceable, it shall be enforced to the maximum extent permissible, and the

legality and enforceability of the remainder of that provision and all other provisions of this BAA shall not be affected. This BAA may be modified, or any rights under it waived, only by a written document executed by the authorized representatives of both parties.

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Forvis Mazars, LLP Terms and Conditions Addendum

GENERAL

1. **Overview.** This addendum describes **Forvis Mazars, LLP's** standard terms and conditions ("Terms and Conditions") applicable to Our provision of services to the Client ("You"). The Terms and Conditions are a part of the contract between You and Forvis Mazars, LLP. For the purposes of the Terms and Conditions, any reference to "Firm," "We," "Us," or "Our" is a reference to Forvis Mazars, LLP ("Forvis Mazars"), and any reference to "You" or "Your" is a reference to the party or parties that have engaged Us to provide services and the party or parties ultimately responsible for payment of Our fees and costs.

BILLING, PAYMENT, & TERMINATION

2. **Billing and Payment Terms.** We will bill You for Our professional fees and costs as outlined in Our contract. Unless otherwise provided in Our contract, payment is due upon receipt of Our billing statement. Interest will be charged on any unpaid balance after 30 days at the rate of 10 percent per annum, or as allowed by law at the earliest date thereafter, and highest applicable rate if less than 10 percent. All fees, charges, and other amounts payable to Forvis Mazars hereunder do not include any sales, use, excise, value-added, or other applicable taxes, tariffs, or duties, payment of which shall be Your sole responsibility, and do not include any applicable taxes based on Forvis Mazars' net income or taxes arising from the employment or independent contractor relationship between Forvis Mazars and Forvis Mazars' personnel.

We reserve the right to suspend or terminate Our work for this engagement or any other engagement for nonpayment of fees. If Our work is suspended or terminated, You agree that We will not be responsible for Your failure to meet governmental and other deadlines, for any penalties or interest that may be assessed against You resulting from Your failure to meet such deadlines, and for any other damages (including but not limited to consequential, indirect, lost profits, or punitive damages) incurred as a result of the suspension or termination of Our services.

Our fees may increase if Our duties or responsibilities are increased by rulemaking of any regulatory body or any additional new accounting or auditing standards. Our engagement fees do not include any time for post-engagement consultation with Your personnel or third parties, consent letters and related procedures for the use of Our reports in offering documents, inquiries from regulators, or testimony or deposition regarding any subpoena. Charges for such services will be billed separately.

3. **Billing Records.** If these services are determined to be within the scope and authority of Section 1861(v)(1)(I) of the Social Security Act, We agree to make available to the Secretary of Health and Human Services, or to the U.S. Comptroller General, or any of their duly authorized representatives, such of Our books, documents, and records that are necessary to certify the nature and extent of Our services, until the expiration of four (4) years after the furnishing of these services. This contract allows access to contracts of a similar nature between subcontractors and related organizations of the subcontractor, and to their books, documents, and records.

4. **Termination.** Either party may terminate these services in good faith at any time for any reason, including Your failure to comply with the terms of Our contract or as We determine professional standards require. Both parties must agree, in writing, to any future modifications or extensions. If services are terminated, You agree to pay Forvis Mazars for time expended to date. In addition, You will be billed costs and fees for services from other professionals, if any, as well as an administrative fee of five (5) percent to cover certain technology and administrative costs associated with Our services. Unless terminated sooner in accordance with its terms, this engagement shall terminate upon the completion of Forvis Mazars' services hereunder.

DISPUTES & DISCLAIMERS

5. **Mediation.** Any dispute arising out of or related to this engagement will, prior to resorting to litigation, be submitted for nonbinding mediation upon written request by either party. Both parties agree to try in good faith to settle the dispute in mediation. The mediator will be selected by agreement of the parties. The mediation proceeding shall be confidential. Each party will bear its own costs in the mediation, but the fees and expenses of the mediator will be shared equally.
6. **Indemnification.** Unless disallowed by law or applicable professional standards, You agree to hold Forvis Mazars harmless from any and all claims which arise from knowing misrepresentations to Forvis Mazars, or the intentional withholding or concealment of information from Forvis Mazars by Your management or any partner, principal, shareholder, officer, director, member, employee, agent, or assign of Yours. You also agree to indemnify Forvis Mazars for any claims made against Forvis Mazars by third parties, which arise from any wrongful actions of Your management or any partner, principal, shareholder, officer, director, member, employee, agent, or assign of Yours. The provisions of this paragraph shall apply regardless of the nature of the claim.
7. **Statute of Limitations.** You agree that any claim or legal action arising out of or related to this contract and the services provided hereunder shall be commenced no more than one (1) year from the date of delivery of the work product to You or the termination of the services described herein (whichever is earlier), regardless of any statute of limitations prescribing a longer period of time for commencing such a claim under law. This time limitation shall apply regardless of whether Forvis Mazars performs other or subsequent services for You. A claim is understood to be a demand for money or services, demand for mediation, or the service of suit based on a breach of this contract or the acts or omissions of Forvis Mazars in performing the services provided herein. This provision shall not apply if enforcement is disallowed by applicable law or professional standards.
8. **Limitation of Liability.** You agree that Forvis Mazars' liability, if any, arising out of or related to this contract and the services provided hereunder, shall be limited to the amount of the fees paid by You for services rendered under this contract. This limitation shall not apply to the extent it is finally, judicially determined that the liability resulted from the intentional or willful misconduct of Forvis Mazars or if enforcement of this

provision is disallowed by applicable law or professional standards.

9. **Waiver of Certain Damages.** In no event shall Forvis Mazars be liable to You or a third party for any indirect, special, consequential, punitive, or exemplary damages, including but not limited to lost profits, loss of revenue, interruption, loss of use, damage to goodwill or reputation, regardless of whether You were advised of the possibility of such damages, regardless of whether such damages were reasonably foreseeable, and regardless of whether such damages arise under a theory of contract, tort, strict liability, or otherwise.
10. **Choice of Law.** You acknowledge and agree that any dispute arising out of or related to this contract shall be governed by the laws of the State of Texas, without regard to its conflict of laws principles.
11. **WAIVER OF JURY TRIAL. THE PARTIES HEREBY AGREE NOT TO ELECT A TRIAL BY JURY OF ANY ISSUE TRIABLE OF RIGHT BY JURY, AND WAIVE ANY RIGHT TO TRIAL BY JURY FULLY TO THE EXTENT THAT ANY SUCH RIGHT SHALL NOW OR HEREAFTER EXIST WITH REGARD TO THIS AGREEMENT, OR ANY CLAIM, COUNTERCLAIM, OR OTHER ACTION ARISING IN CONNECTION THEREWITH. THIS WAIVER OF RIGHT TO TRIAL BY JURY IS GIVEN KNOWINGLY AND VOLUNTARILY BY THE PARTIES, AND IS INTENDED TO ENCOMPASS INDIVIDUALLY EACH INSTANCE AND EACH ISSUE AS TO WHICH THE RIGHT TO A TRIAL BY JURY WOULD OTHERWISE ACCRUE.**
12. **Severability.** In the event that any term or provision of this agreement shall be held to be invalid, void, or unenforceable, then the remainder of this agreement shall not be affected, and each such term and provision of this agreement shall be valid and enforceable to the fullest extent permitted by law.
13. **Assignment.** You acknowledge and agree that the terms and conditions of this contract shall be binding upon and inure to the parties' successors and assigns, subject to applicable laws and regulations.
14. **Disclaimer of Legal or Investment Advice.** Our services do not constitute legal or investment advice. You should seek the advice of legal counsel in such matters. Regulatory authorities may interpret circumstances differently than We do. In addition, the applicable laws, regulations, and regulators' enforcement activities may change over time.

RECORDS, WORKPAPERS, DELIVERABLES, & PROPRIETARY INFORMATION

15. **Maintenance of Records.** You agree to assume full responsibility for maintaining Your original data and records and that Forvis Mazars has no responsibility to maintain this information. You agree You will not rely on Forvis Mazars to provide hosting, electronic security, or backup services, *e.g.*, business continuity or disaster recovery services, to You unless separately engaged to do so. You understand that Your access to data, records, and information from Forvis Mazars' servers, *i.e.*, Forvis Mazars portals used to exchange information, can be terminated at any time and You will not rely on using this to host Your data and records.

16. **Forvis Mazars Workpapers.** Our workpapers and documentation retained in any form of media for this engagement are the property of Forvis Mazars. We can be compelled to provide information under legal process. In addition, We may be requested by regulatory or enforcement bodies (including any State Board) to make certain workpapers available to them pursuant to authority granted by law or regulation. Unless We are prohibited from doing so by law or regulation, Forvis Mazars will inform You of any such legal process or request. You agree We have no legal responsibility to You in the event We determine We are obligated to provide such documents or information.
17. **Subpoenas or Other Legal Process.** In the event Forvis Mazars is required to respond to any such subpoena, court order, or any government regulatory inquiry or other legal process relating to You or Your management for the production of documents and/or testimony relative to information We obtained or prepared incident to this or any other engagement in a matter in which Forvis Mazars is not a party, You shall compensate Forvis Mazars for all time We expend in connection with such response at normal and customary hourly rates and to reimburse Us for all out-of-pocket expenses incurred in regard to such response.
18. **Use of Deliverables and Drafts.** You agree You will not modify any deliverables or drafts prepared by Us for internal use or for distribution to third parties. You also understand that We may on occasion send You documents marked as draft and understand that those are for Your review purpose only, should not be distributed in any way, and should be destroyed as soon as possible.

Our report on any financial statements must be associated only with the financial statements that were the subject of Our engagement. You may make copies of Our report, but only if the entire financial statements (exactly as attached to Our report, including related footnotes) and any supplementary information, as appropriate, are reproduced and distributed with Our report. You agree not to reproduce or associate Our report with any other financial statements, or portions thereof, that are not the subject of Our engagement.

19. **Proprietary Information.** You acknowledge that proprietary information, documents, materials, management techniques, and other intellectual property are a material source of the services We perform and were developed prior to Our association with You. Any new forms, software, documents, or intellectual property We develop during this engagement for Your use shall belong to Us, and You shall have the limited right to use them solely within Your business. All reports, templates, manuals, forms, checklists, questionnaires, letters, agreements, and other documents which We make available to You are confidential and proprietary to Us. Neither You, nor any of Your agents, will copy, electronically store, reproduce, or make any such documents available to anyone other than Your personnel. This provision will apply to all materials whether in digital, "hard copy" format, or other medium.

REGULATORY

20. **U.S. Securities and Exchange Commission ("SEC") and other Regulatory Bodies.** Where We are providing services either for (a) an entity that is registered with the SEC, (b) an affiliate of such registrant, or (c) an entity or affiliate that is

subject to rules, regulations, or standards beyond those of the American Institute of Certified Public Accountants (“AICPA”), any term of this contract that would be prohibited by or impair Our independence under applicable law or regulation shall not apply to the extent necessary only to avoid such prohibition or impairment.

21. **Offering Document.** You may wish to include Our report(s) on financial statements in an exempt offering document. You agree that any report, including any auditor’s report, or reference to Our firm, will not be included in any such offering document without notifying Us. Any agreement to perform work in connection with an exempt offering document, including providing agreement for the use of the auditor’s report in the exempt offering document, will be a separate engagement.

Any exempt offering document issued by You with which We are not involved will clearly indicate that We are not involved by including a disclosure such as, “Forvis Mazars, LLP, our independent auditor, has not been engaged to perform and has not performed, since the date of its report included herein, any procedures on the financial statements addressed in that report. Forvis Mazars, LLP also has not performed any procedures relating to this offering document.”

22. **Forvis Mazars Not a Municipal Advisor.** Forvis Mazars is not acting as Your municipal advisor under Section 15B of the *Securities Exchange Act of 1934*, as amended. As such, Forvis Mazars is not recommending any action to You and does not owe You a fiduciary duty with respect to any information or communications regarding municipal financial products or the issuance of municipal securities. You should discuss such matters with internal or external advisors and experts You deem appropriate before acting on any such information or material provided by Forvis Mazars.

23. **Forvis Mazars Not a Fiduciary.** In providing Our attest services, We are required by law and our professional standards to maintain our independence from You. We take this mandate very seriously and thus guard against impermissible relationships which may impair the very independence which You and the users of Our report require. As such, You should not place upon Us special confidence that in the performance of Our attest services We will act solely in Your interest. Therefore, You acknowledge and agree We are not in a fiduciary relationship with You and We have no fiduciary responsibilities to You in the performance of Our services described herein.

TECHNOLOGY

24. **Electronic Sites.** You agree to notify Us if You desire to place Our report(s), including any reports on Your financial statements, along with other information, such as a report by management or those charged with governance on operations, financial summaries or highlights, financial ratios, etc., on an electronic site. You recognize that We have no responsibility to review information contained in electronic sites.
25. **Electronic Signatures and Counterparts.** This contract and other documents to be delivered pursuant to this contract may be executed in one or more counterparts, each of which will be deemed to be an original copy and all of which, when taken together, will be deemed to constitute one and the same

agreement or document, and will be effective when counterparts have been signed by each of the parties and delivered to the other parties. Each party agrees that the electronic signatures, whether digital or encrypted, of the parties included in this contract are intended to authenticate this writing and to have the same force and effect as manual signatures. Delivery of a copy of this contract or any other document contemplated hereby, bearing an original manual or electronic signature by facsimile transmission (including a facsimile delivered via the internet), by electronic mail in “portable document format” (“.pdf”) or similar format intended to preserve the original graphic and pictorial appearance of a document, or through the use of electronic signature software, will have the same effect as physical delivery of the paper document bearing an original signature.

26. **Electronic Data Communication and Storage.** In the interest of facilitating Our services to You, We may send data over the internet, temporarily store electronic data via computer software applications hosted remotely on the internet, or utilize cloud-based storage. Your confidential electronic data may be transmitted or stored using these methods. In using these data communication and storage methods, We employ measures designed to maintain data security. We use reasonable efforts to keep such communications and electronic data secure in accordance with Our obligations under applicable laws, regulations, and professional standards.

You recognize and accept that We have no control over the unauthorized interception or breach of any communications or electronic data once it has been transmitted or if it has been subject to unauthorized access while stored, notwithstanding all reasonable security measures employed by Us. You consent to Our use of these electronic devices and applications during this engagement.

OTHER MATTERS

27. **Cooperation.** You agree to cooperate with Forvis Mazars in the performance of Forvis Mazars’ services to You, including the provision to Forvis Mazars of reasonable facilities and timely access to Your data, information, and personnel. You shall be responsible for the performance of Your employees and agents.
28. **Third-Party Service Providers.** Forvis Mazars may from time to time utilize third-party service providers, including but not limited to domestic software processors or legal counsel, or disclose confidential information about You to third-party service providers in serving Your account. Forvis Mazars maintains, however, internal policies, procedures, and safeguards to protect the confidentiality and security of Your information. In addition, Forvis Mazars will secure confidentiality agreements with all service providers to maintain the confidentiality of Your information. If We are unable to secure an appropriate confidentiality agreement, You will be asked to consent prior to Forvis Mazars sharing Your confidential information with the third-party service provider.
29. **Independent Contractor.** When providing services to You, We will be functioning as an independent contractor; and in no event will We or any of Our employees be an officer of You, nor will Our relationship be that of joint venturers, partners, employer and employee, principal and agent, or any similar

relationship giving rise to a fiduciary duty to You. Decisions regarding management of Your business remain the responsibility of Your personnel at all times. Neither You nor Forvis Mazars shall act or represent itself, directly or by implication, as an agent of the other or in any manner assume or create any obligation on behalf of, or in the name of, the other.

30. **Hiring of Forvis Mazars Personnel.** We ask that You respect the employment relationship that Our personnel have with Our firm and to refrain from any employment offers to Forvis Mazars personnel. However, if You find it necessary to make an offer of employment and if it is accepted, during the term of this engagement and for a period of 18 months after Forvis Mazars stops providing services, You agree that We will be paid a one-time employment fee equal to 100 percent of the employee's highest annual salary. This fee will be payable prior to Our personnel commencing employment with You. Provided, however, You shall not be in violation of the nonsolicitation covenant set forth herein with respect to any position You advertise in the form of a general solicitation not delivered to or focused upon any single individual.
31. **Use of Forvis Mazars Name.** Any time You intend to reference Forvis Mazars' firm name in any manner in any published materials, including on an electronic site, You agree to provide Us with draft materials for review and approval before publishing or posting such information.
32. **Network.** Forvis Mazars, LLP is a Delaware limited liability partnership and an independent member of Forvis Mazars Global Ltd., a leading global professional services network. Forvis Mazars Global Ltd. is a United Kingdom company limited by guarantee and does not provide any services to clients.
33. **Entire Agreement.** The contract, including this Terms and Conditions Addendum and any other attachments or addenda, encompasses the entire agreement between You and Forvis Mazars and supersedes all previous understandings and agreements between the parties, whether oral or written. Any modification to the terms of this contract must be made in writing and signed by both You and Forvis Mazars.
34. **Force Majeure.** We shall not be held responsible for any failure to fulfill Our obligations if such failure was caused by circumstances beyond Our control, including, without limitation, fire or other casualty, act of God, act of terrorism, strike or labor dispute, war or other violence, explosion, flood or other natural catastrophe, epidemic or pandemic, or any law, order, or requirement of any governmental agency or authority affecting either party, including without limitation orders incident to any such epidemic or pandemic, lockdown orders, stay-at-home orders, and curfews.



City of Lawton

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

Commentary

File #: 24-2145

Agenda Date: 12/3/2024

Agenda No: 10.

ITEM TITLE:

Consider extending contract CL24-009 Nuisance Abatement with Sonrise Adult & Teen Challenge of Cache, Ok

INITIATOR: Charlotte Brown, Community Services Director

STAFF INFORMATION SOURCE: Joshua White, Supervisor, Neighborhood Services
Colbie Garrett, Buyer, Financial Services

BACKGROUND: The contract CL24-009 Nuisance Abatement is currently in effect until January 8, 2025. The vendor, Sonrise Adult & Teen Challenge, has agreed to the contract extension with the same terms, conditions, and process. The department has recommended to extend the contract for an additional year. The vendor has met all contract requirements.

EXHIBIT: Department Recommendation,
Vendor Extension Form,
Original Contract

KEY ISSUES: Does the City of Lawton wish to extend CL24-009 Nuisance Abatement to Sonrise Adult & Teen Challenge of Cache, OK

FUNDING SOURCE: DDWEEDABAT-RECREAT-4350000-52025

STAFF RECOMMENDED COUNCIL ACTION: Extend CL24-009 Nuisance Abatement to Sonrise Adult & Teen Challenge of Cache, OK



NEIGHBORHOOD SERVICES
212 SW 9TH STREET
Lawton, Oklahoma 73501
Phone (580) 581-3467 • Fax (580) 581-3510
www.cityof.lawton.ok.us

MEMORANDUM

TO: Deaven Newell, Buyer
Colbie Garrett, contract administrator

THRU: Joshua White, Supervisor, Neighborhood Services

From: Charlotte Brown, Community Services Director

Subject: CL24-009 Nuisance Abatement Sonrise Adult & Teen Challenge
Date: 11/07/2024

Contract Name: Nuisance Abatement
Contract Number: CL24-009

Neighborhood Services would like to extend Sonrise Adult & Teen Challenge contract for the Nuisance Abatement CL24-009 starting January 9, 2025, to January 8, 2026.



CITY OF LAWTON

FINANCE DEPARTMENT

November 8, 2024

Sonrise Adult & Teen Challenge

Attn: Brian Monroe
19792 NW Cache Rd
Cache, OK 73527

RE: Contract CL24-009 Nuisance Abatement

Dear Brian:

Your contract with the City will expire on **January 8, 2025**. There are provisions that will allow this contract to be extended for an additional year upon mutual agreement of the City and your company. This letter is an initial notice to determine if your company wishes to extend this contract. Please, note that the extension must be under the same terms and conditions of the original agreement. Please, provide your response by **November 15, 2024**.

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

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

Please, notify this office of your decision to extend, or not extend, the contract. **If you wish to extend, please sign, notarize, and return the Contract Extension Form by email AND via USPS, attention to Finance - Colbie Garrett.**

Please, contact colbie.garrett@lawtonok.gov for any questions.

Thank You,

Colbie Garrett

Colbie Garrett
Buyer, Financial Services

CONTRACT EXTENSION FORM

CONTRACT TITLE: Nuisance Abatement
CONTRACT NUMBER: CL24-009

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 **January 8, 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.

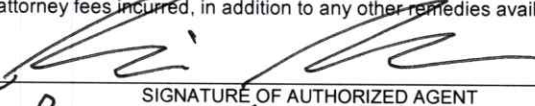
WITNESS the hands of the parties hereto this 12 day of November, 2024.

AFFIDAVIT:

STATE OF Oklahoma COUNTY OF Comanche

I, Brian Monroe (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: Sonrise Adult & Teen Challenge 
SIGNATURE OF AUTHORIZED AGENT

Address: 19792 NW Cache Rd Brian Monroe
PRINT/TITLE NAME/TITLE

Cache, OK 73527
(City, State, Zip)

Phone: 580-351-7447 Subscribed & sworn before me this 12 day of November, 2024

Alena N. Earnest
Notary Public

My Commission expires: 08/01/2026

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

MAYOR'S SIGNATURE REQUEST

DOCUMENT TITLE: CL24-009 Nuisance Abatement

CITY COUNCIL AUTHORIZATION:

Date Authorized: 01.09.2024

Legistar File ID: 23-1120

DOCUMENTS REVIEWED AS TO:

Content: Callie Merritt 12/19/23
Contract Administrator

Content: [Signature] 12/20/23
Finance Director

Forms: [Signature] 1/13/24
City Attorney

COMMENTS:

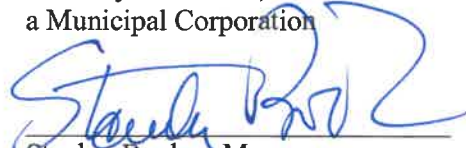
New Contract

Contract: CL24-009 Nuisance Abatement
Vendor(s): Sonrise Adult & Teen Challenge

CITY APPROVAL

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

The City of Lawton, Oklahoma
a Municipal Corporation



Stanley Booker Mayor

ATTEST:



Donnalynn Blazek-Scherler, City Clerk

LEGAL REVIEW

APPROVED, as to form and legality on behalf of the City of Lawton on the 15th
day of January, 2024.



City Attorney



NEIGHBORHOOD SERVICES
212 SW 9TH STREET
Lawton, Oklahoma 73501
Phone (580) 581-3467 • Fax (580) 581-3510
www.cityof.lawton.ok.us

MEMORANDUM

TO: Colbie Garrett, Buyer

THRU: Joshua White, Supervisor, Neighborhood Services

From: Charlotte Brown, Community Services Director

Subject: CL24-009 Nuisance Abatement Award

Date: 12/11/2023

Contract Name: Nuisance Abatement

Contract Number: CL24-009

Neighborhood Services has decided to award Sonrise Adult & Teen Challenge the abatement contract CL24-009

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

Signature: *Colbie Garrett*

ABSTRACT OF BIDS

CL/RFP Number CL24-009		Page <u>1</u> of <u>1</u>		Bidder Number <u>1</u>		Bidder Number <u>2</u>		Bidder Number <u>3</u>	
CL/RFP Title Nuisance Abatement		Date Opened: November 29, 2023		Sonrise Adult & Teen Challenge Brian Monroe 19792 NW Cache Rd Cache, OK 73527 580-730-0423 Brian.Monroe@okteenchallenge.com		C3:23 Construction LLC Fabian Roblez 816 Village Dr Altus, OK 73521 580-481-4008 C323Constructionllc@gmail.com		Tahah Lawncare & Landscaping LLC Aaron Tahah 626 Landmark Cir Geronimo, OK 73543 580-585-2295 tahahlandl@gmail.com	
Fincancial Services: Buyer Colbie Garrett		Number of ADDENDA Issued NONE		Addenda Acknowledged N/A		Addenda Acknowledged N/A		Addenda Acknowledged N/A	
DELIVERY: CORPORATE SEAL OR NOTARY: AFFIDAVIT OF PAYMENTS....\$25,000: CONTRACTOR'S CERTIFICATE OF COMPLIANCE				As Required Yes Yes Yes		As Required Yes Yes Yes		As Required Yes Yes Yes	
Item No.	Description of Bid Item	Unit Price	Amount / Remarks	Unit Price	Amount / Remarks	Unit Price	Amount / Remarks	Unit Price	Amount / Remarks
1	PRICE PER HOUR	\$95.00		\$300.00		\$300.00	Hourly Wage x3 \$100 Haul off fee \$50 Labor and Maintenance fee \$150		

City of Lawton INVITATION TO BID AND CONTRACT

MAIL SEALED BIDS TO: City Clerk City of Lawton 212 SW 9th Street Lawton, OK 73501		DIRECT INQUIRIES TO: Colbie.Garrett@lawtonok.gov QUESTIONS REGARDING BID: www.bidsync.com/bidsync-cas/	
Date Bid Typed: November 2, 2023	Dates Bid Advertised: November 6, 2023	No Bids Received After: November 29, 2023 2 : 00pm	
Contract Number and Title: CL24-009 Nuisance Abatement		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: <i>Sonrise Adult & Teen Challenge of Oklahoma - Brian Monroe</i>		Reason for No Bid:	
Mailing Address: <i>19792 NW Cache Rd</i>		Terms: <i>Net 15</i>	
City: <i>Cache</i>	State: <i>OK</i>	Zip: <i>73527</i>	Delivery: <i>Email</i>
Area Code and Phone Number: <i>580-730-0423 / 580-351-7447</i>		Email Address: <i>Brian.monroe@okteenchallenge.com</i>	
Federal Employer Identification Number or Social Security Number <i>73-1324022</i>			

THIS BID INVALID IF NOT SIGNED AND NOTARIZED

AFFIDAVIT: STATE OF Oklahoma COUNTY OF Comanche

Brian Monroe 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.

Brian Monroe
SIGNATURE OF AUTHORIZED AGENT

Firm: Sonrise Adult & Teen Challenge Brian Monroe - Vacations Dir
Address: 19792 NW Cache Rd
Cache, OK 73527
(City, State, Zip)
Phone: 580-351-7447

PRINT/TYPE NAME/TITLE

Subscribed & sworn before me this 14 day of November, 2023.
Alena N Earls
My Commission expires: 08/01/2026



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

STATE OF Oklahoma
COUNTY OF Comanche SS

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



Sonrise Adult & Teen Challenge
Business Name / Contractor Name

[Signature]
Signed
Print: Brian Morroe

Attested to before me this 14 day of November 23

Alena N. Earnest
Notary Public

My Commission Expires 08/01 2026

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



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

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

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

CL24-009
Contract Number

Sonrise Adult & Teen Challenge
Name of Contractor (Print) of Oklahoma

11/14/2023
Date

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

Vocations Director
Title

CITY OF LAWTON SPECIFICATION

SPECIFICATION NUMBER: S-131

SPECIFICATION TITLE Supplemental Nuisance Abatement

INTENT

1. When the City finds private property within the corporate limits of the City of Lawton in violation of certain provisions of Chapter 15 of Lawton City Code prohibiting a public nuisance, the City will cause the nuisance to be abated and removed. The City will contract with up to Five (5) private firms to provide the services necessary for this nuisance abatement under this specification title. This specification title presents the scope of work and requirements for the contracts to provide this nuisance abatement.

DEFINITIONS

2. The words, terms or phrases used in this specification title shall have the same meaning of the like words, terms or phrases as defined and used in Chapter 15, Lawton City Code. Without limitation, some of the words, terms or phrases as defined and used therein include: “cleaning”, “dead tree limb”, “junk”, “low hanging limb”, “nuisance”, “private property”, “trash”, and “weeds”. In addition, the following terms as used herein shall have the meaning ascribed:

City:	The City of Lawton, Oklahoma
Contract:	The written agreement made and entered into by and between the City and the Contractor to provide the services for nuisance abatement pursuant to this specification
Contractor:	Any private firm awarded a Contract
Department:	The City of Lawton, Community Services Department Neighborhood Services Division
Front feet:	The width of lot along the street right-of-way; if a lot borders two streets, front feet shall be the narrower width.
City Official:	Neighborhood Services Supervisor

3. In addition, all of these words, terms or phrases referenced in this paragraph, or pronouns used in their stead, shall have their indicated meanings wherever used in any related document or instrument, to include without limitation: any Contract awarded under these specifications; any advertisement made for awarding such a Contract, or in any document or instrument used by the City to facilitate the administration or awarding of such a Contract.

TERM AND EXTENSIONS

4. The Contract will have an initial term provided, for administrative purposes, the City Official may establish initial term of less than one year for a given Contract by setting an early termination date. The City, at its sole option may extend a Contract as provided in the therein. The City may allow up to two (2) contract extensions of one year each.

BIDDING AND CONTRACT AWARDS BID SCHEDULE

5. The City will award up to Five (5) Contracts pursuant to this specification title. The City will solicit bids from private firms by following the competitive bidding procedure in Lawton City Code. The City will award the Contracts to the lowest responsive bidders.

6. When submitting a bid, bidders must submit bid prices based on an hourly rate. The City will calculate payment under the Contract based on a minimum bid of one (1) for the first hour or part thereof and by the half hour for any additional time exceeding the first hour, rounding up to the next higher half hour. A successful bidder must, within seven (7) days from the award, execute and deliver to the City Official the Contract, all bonds, all proofs of insurance and all other such documents related to the Contract as may be required. Should a bidder fail to do so, the City may, in its sole discretion, disqualify the bid and select a substitute Contractor with the next lowest responsive bid.

7. As part of the administrative process to abate a public nuisance, such as provided in Article 15-2 of Lawton City Code, the City will assess an administrative fee upon the property owner. This administrative fee does not constitute any part of the Contract remuneration. The Contractor *should not* consider this administrative fee in computing the firm's bid under these specifications.

SCOPE OF WORK

8. The Contract made pursuant to this specification title will require Contractors to mow, clean and remove certain material (clippings, junk, trash, deadfall limbs, weeds, debris, etc.) from private property deemed to be a public nuisance. The geographic area under all Contracts will be the municipal corporate limits of the City of Lawton in its entirety. The location of the property, the size of the work area (if smaller than the whole property) and the scope and type of the services to be provided by the Contractor will be described in a written work order issued by the City Official.

9. The City estimates that it may issue up to 700 work orders annually. The City Official will determine all work order requirements and the frequency of issuing work orders based on the City Official's determination for the need to abate a nuisance on a particular property and based on available funding. The City makes no guarantee as to the number of work orders that the City Official will issue during the contract term.

10. The Contractor shall be available to the City to provide the services necessary for nuisance abatement under the Contract Monday through Friday; provided, this requirement shall exclude the following holidays: New Year's Day; Memorial Day; Independence Day; Labor Day;

Thanksgiving Day and Christmas Day. The Contractor may determine the schedule for fulfilling the work order (within the parameters of this specification title), provided the work is performed at times (preferably daylight hours) when the peace and privacy of neighboring property occupants will not be disturbed.

11. The contractor who submits the lowest bid will be issued work orders before higher bidding contractors. Once the lowest bid contractor has accepted the maximum amount of work that can be completed within a seven (7) day period, the City Official will then issue work orders to the next lowest bid contractor. This process will continue until the lowest bid contractor can accept more work orders. All work described in the work order must be completed within seven (7) calendar days after the Contractor receives the work order from the City Official. Should the Contractor fail to complete the work within the time required (unexpected weather delays and holidays excepted), the City Official may withdraw the work order and reissued the order to an alternative contractor. In such case, the Contractor shall receive no payment for any work performed. In the event that the contractor submits an invoice for completed work and payment, and the work is found to be unsatisfactory to the City Official, and the original seven (7) calendar days have expired, the contractor will be given two (2) additional business days to correct the unsatisfactory work. No new work will be given until reissued work orders are corrected.

12. Each Contractor will provide all the following three (3) types of services: (a) cutting, mowing, and removal of grass and weeds; (b) removal of junk (not to include junk vehicles), debris, trash, rubble, fallen trees and limbs, low-hanging limbs (dead or living) or other material, and; (c) removal of brush, hedges and other obstructive vegetation not related to the first two types of services. The provision of any of these three services may also require the Contractor to remove a limited amount of rubble and debris in order to accomplish the work ordered. The Contractor should figure the cost of this additional work into the firm's bid under these specifications.

13. A Contractor shall not begin work prior to receiving a written work order from the City Official. The City will not pay for work performed prior to the City Official issuing a written work order to a Contractor for a specific location. The City will pay only for the scope of work described on the written work order.

14. The Contractor shall be responsible for prompt removal and disposal of all material creating the nuisance at an approved location. The Contractor shall bear all the costs, to include disposal fees, for the removal and disposal of all material creating the nuisance. This material includes without limitation: grass and weed clippings, tree limbs, other vegetation, trash, junk, debris, scrap, rubble, and the like. The Contractor should figure this additional cost into the firm's bid under these specifications. The Contractor shall maintain copies of all dumping and disposal tickets for one (1) year after contract termination and shall make these readily available for inspection by the City.

15. The Contractor shall supply, and bear all the costs related to, all labor, equipment, tools, materials and supplies needed to complete the work order and shall supply, and bear all the costs related to transportation to and from the job sites for its workers and equipment. The Contractor should figure these costs into the firm's bid under these specifications.

16. The Contractor shall photograph the work area immediately before and after the work is performed. The Contractor must submit the photographs, with date of work performed and address together with each invoice for services rendered together with a copy of the associated work order. Camera and development costs are the responsibility of the Contractor and should be calculated into the bid. Digital photographs are also acceptable. The before and after photographs shall be taken from the same location on the property and must document the areas where abatement activities occurred. The photographs shall also clearly document all material creating the nuisance removed from the premises. Where the work order requires cutting, mowing, and removal of grass and weeds, the before-work photographs must clearly show the measure of the grass and weeds more than twelve (12) inches in height prior to mowing; the after-work photographs must clearly show the measure of the grass and weed cut no lower than two (2) inches and no higher than four (4) inches. Failure to follow these photograph provisions may result in non-payment for the work completed.

PAYMENT AND INSPECTION

17. Upon completion of the work ordered, the Contractor shall provide the City Official with a written invoice together with a completed copy of the work order and the required photographs of the property. Payment for work pursuant to a work order shall be conditioned upon the Contractor's satisfactory performance and compliance with the terms and requirements of the Contract. No payment shall be made until the work is inspected and approved by the City Official. Upon completion of the work, the Contractor must notify the City Official and request an inspection. Failure to request an inspection may delay payment or may result in the City making no payment if the City Official in good faith cannot verify that the work was satisfactorily completed because of the Contractor's delay in making a request for inspection.

GENERAL REQUIREMENTS

18. Independent Contractor. The Contractor shall be an independent contractor of the City regarding performing and preparing to perform the services specified in the Contract. Contractor agrees to conduct itself in a manner consistent with such status. The Contractor further agrees that the Contractor, its officials, principals, agents and employees will neither hold themselves out as, nor claim to be, an official, agent or employee of the City by reason of the Contract. The Contractor, its officials, principals, agents and employees shall make no claim, demand or application for any right or privilege applicable to an official, agent or employee of the City, including, but not limited to, workers' compensation coverage, unemployment insurance benefits, social security coverage or retirement membership or credit.

19. Capability. The Contractor must demonstrate that it has the resources and ability to field up to two (2) mowing crews to ensure the work is completed in accordance with the terms of the contract. The City will make the determination as to the Contractor's resources and ability

20. Indemnification. Contractor and/or its insurer shall forever release, defend, indemnify and hold the City and its officers, employees, agents and representatives harmless from and against,

and will solely and exclusively bear and pay, any and all claims, suits, liabilities, losses, penalties and damages and the associated costs and expenses (including reasonable attorneys' fees, experts' fees and costs of investigation), arising from or relating to (a) the bodily injury to or death of any person or damage to real and/or tangible personal property caused by any willful or negligent act or omission of the Contractor or its employees, officers, agents, or representatives; (b) gross negligence or willful misconduct in any act, error, or omission by the Contractor or its employees, officers, agents or representatives in the performance of this Agreement. So much of the money due the Contractor under and by virtue of this Contract at the time a claim is made, or a suit or action instituted may be retained and held by the City as indemnity bond. Such amount shall be forfeited in the event Contractor and/or its insurer fails to immediately fulfill its obligations as set forth in this paragraph.

21. Insurance. The Contractor shall not commence work under this Contract until the Contractor has obtained all insurance required under these specifications, and such insurance has been approved by the Department. The Contractor shall not allow any subcontractor to commence work on his sub-contract until all similar insurance required of the sub-contractor has been obtained and approved. Any sub-contractor employed or contracted by the Contractor shall have the same insurance requirements as the Contractor and shall provide to the City all required evidence of this insurance.

A. The Contractor shall maintain, during the life of this Contract, Workers' Compensation insurance as prescribed by the laws of the State of Oklahoma.

B. The Contractor shall maintain, during the life of this Contract, such Public Liability and Property Damage Insurance as well as protect himself from claims for damages for bodily injury, including accidental death, as well as claims from property damages, which may arise from operations under the Contract, whether such operations be by himself or by any sub-contractor or by anyone directly or indirectly employed by either of them, and the amounts of such insurance shall be as follows:

i. Comprehensive General/Public Liability Insurance including, but not limited to, products liability:

1. Bodily injury - each person	\$ 125,000
2. Property damage - each person	\$ 25,000
3. Aggregate, Bodily injury and property damage	\$1,000,000

ii. Comprehensive Automobile Liability Insurance with the minimum liability as set out for Comprehensive General/Public Liability Insurance.

C. The policies of insurance required by this paragraph 22 shall be carried by insurance companies or indemnity carriers authorized to do business in the State of Oklahoma. The Contractor shall furnish certificates evidencing such insurance. The Contractor shall not allow the policies of insurance required by this paragraph to lapse during any term of the Contract. The Contractor shall not alter these policies' coverage nor change insurance

companies or indemnity carriers without giving the City thirty (30) days prior written notice.

22. No Discrimination. During the performance of the Contract, the Contractor agrees not to discriminate because of race, creed, color, religion, sex, qualifying disability or national origin, against any employee or applicant for employment with such Contractor in any matter involving employment, promotion, demotion, transfer, recruiting, advertising, layoff, termination of employment, rates of pay or other form of compensation, or selection for training or apprenticeship. The Contractor agrees to execute an approved form of a Certificate of Non-Discrimination certifying same to the City.

23. Sub-contracting. The Contractor shall not employ any sub-contractor on the work, or any portion of the work, without the prior written consent of the City.

24. Legal Compliance. The Contractor shall at all times observe and comply with all Federal and State laws and all City ordinances and regulations which in any manner affect the conduct of the work to be performed pursuant to these specifications and in accordance with the terms of the Contract.

25. Termination for Convenience. The Contractor at all times shall satisfactorily perform all work obligations, terms, and conditions required under the Contract. The City may terminate any Contract made pursuant to this specification title, whether for cause or for no cause, upon ten (10) days written notice to the Contractor. During any time that a recommendation for termination a Contract is pending, the City Official in his or her discretion may suspend issuing work orders to the Contractor.

26. Time of the Essence. The Contractor shall provide all services provided under the Contract in a prompt and timely manner. Time is of the essence with respect Contractor's performance under the Contract.

CL24-009

Bid Title: Nuisance Abatement

DEPARTMENT/DIVISION: Neighborhood Services

Vendor Name: Sonrise Adult & Teen Challenge
(PLEASE COMPLETE ABOVE INFORMATION)

Price Bid

(THIS SHEET MUST BE COMPLETED AND RETURNED WITH BID)

Bidders must submit bid prices based on an hourly rate. The City will calculate payment under the Contract based on a minimum bid of one (1) for the first hour or part thereof and by the half hour for any additional time exceeding the first hour, rounding up to the next higher half hour.

PRICE PER HOUR: \$ \$ 95⁰⁰

Notes:

1. As per accompanying specifications.
2. This is a requirements contract.
3. There are insurance requirements for this contract.
4. Please submit two copies of any additional documents, such as descriptive literature.
5. WARRANTY: N/A

If there are any questions pertaining to the attached specifications, please contact Corey Bowen, Neighborhood Services Division, at 580-581-3371 or corey.bowen@lawtonok.gov.

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



City of Lawton

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

Commentary

File #: 24-2164

Agenda Date: 12/3/2024

Agenda No: 11.

ITEM TITLE:

Consider awarding a contract in the amount of \$1,917,525.00 to Southwest Water Works, LLC, for the construction of the Industrial Water Main Extension Phase II Project PU2412 to provide water service for additional growth in the industrial park area.

INITIATOR: Rusty Whisenhunt, Public Utilities Director

STAFF INFORMATION SOURCE: Rusty Whisenhunt, Public Utilities Director

BACKGROUND: The City Council entered into a redevelopment agreement on February 23, 2023, later modified by City Council to support the development of the site as refinery of Cobalt and other elements for Westwin Elements, INC. As part of the agreement, the City of Lawton is required to bring utilities to the project site to support the industry. Garver was contracted to do the design of Phase I, approved by council on May 9th, 2023, to extend the waterline services in the industrial park area. The Council approved plans and specification and authorized advertising on November 7th, 2023. The City of Lawton pre-purchased the 20” PVC pipe, large diameter fittings and 20” valve to expedite construction. Council Awarded the Phase I construction contract in the amount of \$2,440,772.28 to M&T Septic & Backhoe Service, INC, of Blanchard, OK, on December 5th, 2023. The project was completed and accepted by council on March 26, 2024.

On February 13, 2024, City Council approved Amendment No. 1 to the Industrial Water Main Phase I Project PU2306 contract with Garver, LLC, for Phase II-a design to include a 12” waterline loop from the industrial site along 112th St from Bishop Rd to Lee Blvd and back to 97th St. and design of a lift station and force main to connect the West Industrial Site to the City’s sanitary sewer system in the not to exceed amount of \$677,150.00. Phase II of this project includes the waterline loop as well as the sewer lift station and force main. To accommodate the cost for this project, the constructions plans have been split into PU2412 for the waterline loop and PU2420 for the lift station and force main. The total estimated cost for all of Phase 2 is approximately \$7.2 million, based upon the engineer’s estimate.

City Council approved the plans, specifications and authorized advertisement on October 8, 2024.

The project advertised for construction on October 9th & 16th, 2024, with a non-mandatory pre-bid conference held at 10:30 am on October 25, 2024, in the Public Utilities conference room. A bid opening was publicly held at 2:00 pm on November 12, 2024, at City Hall. A total of nine (9) bids were received, however one (1) bid was deemed non-responsive due to incomplete bid packet submission.



BID TAB					
	Engineer's Estimate	Southwest Water Works	Evans & Associates	Charlie's Backhoe Demolition & Septic	Scott Wampler Construction & Services
Total Base Bid	\$3,168,222.00	\$1,917,525.00	\$2,012,613.71	\$2,118,530.00	\$2,285,975.00
	Stampede Utility Construction	Cimarron Construction Company	JC Utility Services	M&T Septic & Backhoe	One additional bid was received, but deemed non-responsive due to incomplete bid documents.
Total Base Bid	\$2,335,130.00	\$2,357,195.00	\$2,499,323.98	\$3,718,547.50	

After reviewing the bid documents, it is recommended to award the project to Southwest Water Works of Oklahoma City, Oklahoma, who submitted the lowest responsive and responsible bid for the project. Garver, LLC, recommends awarding the contract to Southwest Water Works, LLC, in the amount of \$1,917,525.00 for construction of the Industrial Water Main Extension Phase II Project PU2412. **This project benefits the citizen by promoting the Open for Business value in accordance with the True North Culture Statement.**

EXHIBIT: Recommendation of Award, Bid Tabulation, and Construction Contract

KEY ISSUES: Does City Council wish to award a contract in the amount of \$1,917,525.00 to Southwest Water Works, LLC, for the construction of the Industrial Water Main Extension Phase II Project PU2412 to provide water service for additional growth in the industrial park area?

FUNDING SOURCE: LIDA loan S2024C funded project account PU2412-WATER: \$6,748,931.96 (current available amount) - \$1,917,525.00 (cost of this project) = \$4,831,406.96 (remaining funds to be used on future phases of this project)

STAFF RECOMMENDED COUNCIL ACTION: Award a contract in the amount of \$1,917,525.00 to Southwest Water Works, LLC, for the construction of the Industrial Water Main Extension Phase II Project PU2412 to provide water service for additional growth in the industrial park area.



1016 24th Avenue NW
Norman, OK 73069

TEL 405.329.2555
FAX 405.329.3555

www.GarverUSA.com

November 18, 2024

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

Re: PU2412 – West Industrial Water Main Extension Phase 2 Project
Recommendation of Award

Dear Mr. Whisenhunt:

Bids were received for the PU2412 – West Industrial Water Main Extension Phase 2 Project at the Office of the City Clerk at City Hall, 212 SW 9th Street Lawton, OK 73501 on Tuesday November 12, 2024. The bids have been checked for accuracy and for compliance with the contract documents.

A total of nine (9) bids were received on the project and one (1) was deemed non-responsive due to the incomplete submission of required bidding documents. Southwest Water Works, LLC submitted the low bid for the project in the amount of \$1,917,525.00. The Engineer's Opinion of Probable Cost was \$3,168,222.00.

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

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

The Base Bid results in a final contract price of **one million nine hundred and seventeen thousand five hundred and twenty-five dollars (\$1,917,525.00)**. If the project is awarded to Southwest Water Works, LLC. Garver believes that the bid submitted by Southwest Water Works, LLC is responsive, responsible, and represents a good value for the City of Lawton. Contingent upon signing the contract and submission of executed bonds, we recommend that the construction contract for the West Industrial Water Main Phase 2 Extension Project be awarded to Southwest Water Works, LLC.

Please call me if you have any questions.

Sincerely,

GARVER, LLC

Collin Bellmer
Project Engineer - Oklahoma Water Team



City of
Lawton

West Industrial Water Main Ext. Phase II PU2412

Tuesday, November 12th, 2024

BID TAB

	Engineer's Estimate	Southwest Water Works	Evans & Associates	Charlie's Backhoe Demolition & Septic	Scott Wampler Construction & Services
Total Base Bid	\$3,168,222.00	\$1,917,525.00	\$2,012,613.71	\$2,118,530.00	\$2,285,975.00
	Stampede Utility Construction	Cimarron Construction Company	JC Utility Services	M&T Septic & Backhoe	One additional bid was received, but deemed non-responsive due to incomplete bid documents.
Total Base Bid	\$2,335,130.00	\$2,357,195.00	\$2,499,323.98	\$3,718,547.50	



BID OPENING DATE: Tuesday, November 12, 2024
 PROJECT: Industrial Water Main Extension Phase 2 PU2412

Itemized Bid Tabulations

Engineer's Estimate						Southwest Water Works						Evans & Associates					
Item #	Est. QTY	Unit	Description	Unit Price	Item Total	Item #	Est. QTY	Unit	Description	Unit Price	Item Total	Item #	Est. QTY	Unit	Description	Unit Price	Item Total
1	1	LS	MOBILIZATION	\$139,732.50	\$139,732.50	1	1	LS	MOBILIZATION	\$75,000.00	\$75,000.00	1	1	LS	MOBILIZATION	\$50,542.87	\$50,542.87
2	1	LS	DE-MOBILIZATION	\$83,839.50	\$83,839.50	2	1	LS	DE-MOBILIZATION	\$20,000.00	\$20,000.00	2	1	LS	DE-MOBILIZATION	\$45,619.20	\$45,619.20
3	11,300	LF	12" C905 PVC DR 18 WATER LINE PIPE	\$175.00	\$1,977,500.00	3	11,300	LF	12" C905 PVC DR 18 WATER LINE PIPE	\$62.00	\$700,600.00	3	11,300	LF	12" C905 PVC DR 18 WATER LINE PIPE	\$98.81	\$1,116,553.00
4	55	LF	12" C905 PVC DR 18 WATER LINE PIPE DIRECTIONAL BORE W/O CASING	\$225.00	\$12,375.00	4	55	LF	12" C905 PVC DR 18 WATER LINE PIPE DIRECTIONAL BORE W/O CASING	\$180.00	\$9,900.00	4	55	LF	12" C905 PVC DR 18 WATER LINE PIPE DIRECTIONAL BORE W/O CASING	\$152.15	\$8,368.25
5	20	EA	RESTRAINING GLANDS 12" ALLOWANCE	\$200.00	\$4,000.00	5	20	EA	RESTRAINING GLANDS 12" ALLOWANCE	\$160.00	\$3,200.00	5	20	EA	RESTRAINING GLANDS 12" ALLOWANCE	\$249.48	\$4,989.60
6	700	LBS	DUCTILE IRON FITTINGS (AWWA C153)	\$15.00	\$10,500.00	6	700	LBS	DUCTILE IRON FITTINGS (AWWA C153)	\$20.00	\$14,000.00	6	700	LBS	DUCTILE IRON FITTINGS (AWWA C153)	\$52.78	\$36,946.00
7	35	LBS	DUCTILE IRON FITTINGS (AWWA C153) ALLOWANCE	\$15.00	\$525.00	7	35	LBS	DUCTILE IRON FITTINGS (AWWA C153) ALLOWANCE	\$20.00	\$700.00	7	35	LBS	DUCTILE IRON FITTINGS (AWWA C153) ALLOWANCE	\$52.78	\$1,847.30
8	29	EA	FIRE HYDRANT ASSEMBLY REPLACEMENT	\$9,000.00	\$261,000.00	8	29	EA	FIRE HYDRANT ASSEMBLY REPLACEMENT	\$12,000.00	\$348,000.00	8	29	EA	FIRE HYDRANT ASSEMBLY REPLACEMENT	\$8,751.88	\$253,804.52
9	5	EA	FIRE HYDRANT ASSEMBLY REPLACEMENT ALLOWANCE	\$9,000.00	\$45,000.00	9	5	EA	FIRE HYDRANT ASSEMBLY REPLACEMENT ALLOWANCE	\$7,000.00	\$35,000.00	9	5	EA	FIRE HYDRANT ASSEMBLY REPLACEMENT ALLOWANCE	\$8,751.88	\$43,759.40
10	26	EA	12" GATE VALVE AWWA 509	\$8,000.00	\$208,000.00	10	26	EA	12" GATE VALVE AWWA 509	\$10,000.00	\$260,000.00	10	26	EA	12" GATE VALVE AWWA 509	\$4,741.69	\$123,283.94
11	5	EA	12" GATE VALVE AWWA 509 ALLOWANCE	\$8,000.00	\$40,000.00	11	5	EA	12" GATE VALVE AWWA 509 ALLOWANCE	\$5,500.00	\$27,500.00	11	5	EA	12" GATE VALVE AWWA 509 ALLOWANCE	\$4,741.69	\$23,708.45
12	4	EA	12" PLUG AND CLAMP	\$3,000.00	\$12,000.00	12	4	EA	12" PLUG AND CLAMP	\$5,500.00	\$22,000.00	12	4	EA	12" PLUG AND CLAMP	\$1,775.66	\$7,102.64
13	4	EA	1" AIR RELIEF VALVE	\$12,000.00	\$48,000.00	13	4	EA	1" AIR RELIEF VALVE	\$8,500.00	\$34,000.00	13	4	EA	1" AIR RELIEF VALVE	\$2,241.76	\$8,967.04
14	80	SY	CONCRETE DRIVEWAY REPAIR	\$200.00	\$16,000.00	14	80	SY	CONCRETE DRIVEWAY REPAIR	\$155.00	\$12,400.00	14	80	SY	CONCRETE DRIVEWAY REPAIR	\$326.70	\$26,136.00
15	20	SY	GRAVEL DRIVEWAY	\$50.00	\$1,000.00	15	20	SY	GRAVEL DRIVEWAY	\$105.00	\$2,100.00	15	20	SY	GRAVEL DRIVEWAY	\$59.40	\$1,188.00
16	850	LF	FENCE REPLACEMENT	\$50.00	\$42,500.00	16	850	LF	FENCE REPLACEMENT	\$50.00	\$42,500.00	16	850	LF	FENCE REPLACEMENT	\$23.76	\$20,196.00
17	45	SY	STREET REPAIR (ASPHALT)	\$200.00	\$9,000.00	17	45	SY	STREET REPAIR (ASPHALT)	\$275.00	\$12,375.00	17	45	SY	STREET REPAIR (ASPHALT)	\$267.30	\$12,028.50
18	4,150	SY	GRASSING (SOLID SLAB SOD)	\$15.00	\$62,250.00	18	4,150	SY	GRASSING (SOLID SLAB SOD)	\$5.00	\$20,750.00	18	4,150	SY	GRASSING (SOLID SLAB SOD)	\$4.46	\$18,509.00
19	1	LS	SITE RESTORATION & CLEANUP	\$20,000.00	\$20,000.00	19	1	LS	SITE RESTORATION & CLEANUP	\$77,500.00	\$77,500.00	19	1	LS	SITE RESTORATION & CLEANUP	\$37,680.00	\$37,680.00
20	1	LS	EROSION CONTROL	\$25,000.00	\$25,000.00	20	1	LS	EROSION CONTROL	\$50,000.00	\$50,000.00	20	1	LS	EROSION CONTROL	\$21,384.00	\$21,384.00
21	1	LS	WORK CHANGE DIRECTIVE ALLOWANCE	\$150,000.00	\$150,000.00	21	1	LS	WORK CHANGE DIRECTIVE ALLOWANCE	\$150,000.00	\$150,000.00	21	1	LS	WORK CHANGE DIRECTIVE ALLOWANCE	\$150,000.00	\$150,000.00
Total Amount Bid					\$3,168,222.00	Total Amount Bid					\$1,917,525.00	Total Amount Bid					\$2,012,613.71

Charlie's Backhoe Demolition & Septic						Scott Wampler Construction & Services						Stampede Utility Construction					
Item #	Est. QTY	Unit	Description	Unit Price	Item Total	Item #	Est. QTY	Unit	Description	Unit Price	Item Total	Item #	Est. QTY	Unit	Description	Unit Price	Item Total
1	1	LS	MOBILIZATION	\$150,000.00	\$150,000.00	1	1	LS	MOBILIZATION	\$75,000.00	\$75,000.00	1	1	LS	MOBILIZATION	\$123,000.00	\$123,000.00
2	1	LS	DE-MOBILIZATION	\$50,000.00	\$50,000.00	2	1	LS	DE-MOBILIZATION	\$10,000.00	\$10,000.00	2	1	LS	DE-MOBILIZATION	\$50,000.00	\$50,000.00
3	11,300	LF	12" C905 PVC DR 18 WATER LINE PIPE	\$92.00	\$1,039,600.00	3	11,300	LF	12" C905 PVC DR 18 WATER LINE PIPE	\$145.00	\$1,638,500.00	3	11,300	LF	12" C905 PVC DR 18 WATER LINE PIPE	\$101.00	\$1,141,300.00
4	55	LF	12" C905 PVC DR 18 WATER LINE PIPE DIRECTIONAL BORE W/O CASING	\$150.00	\$8,250.00	4	55	LF	12" C905 PVC DR 18 WATER LINE PIPE DIRECTIONAL BORE W/O CASING	\$350.00	\$19,250.00	4	55	LF	12" C905 PVC DR 18 WATER LINE PIPE DIRECTIONAL BORE W/O CASING	\$278.00	\$15,290.00
5	20	EA	RESTRAINING GLANDS 12" ALLOWANCE	\$250.00	\$5,000.00	5	20	EA	RESTRAINING GLANDS 12" ALLOWANCE	\$250.00	\$5,000.00	5	20	EA	RESTRAINING GLANDS 12" ALLOWANCE	\$300.00	\$6,000.00
6	700	LBS	DUCTILE IRON FITTINGS (AWWA C153)	\$28.00	\$19,600.00	6	700	LBS	DUCTILE IRON FITTINGS (AWWA C153)	\$50.00	\$35,000.00	6	700	LBS	DUCTILE IRON FITTINGS (AWWA C153)	\$18.00	\$12,600.00
7	35	LBS	DUCTILE IRON FITTINGS (AWWA C153) ALLOWANCE	\$28.00	\$980.00	7	35	LBS	DUCTILE IRON FITTINGS (AWWA C153) ALLOWANCE	\$50.00	\$1,750.00	7	35	LBS	DUCTILE IRON FITTINGS (AWWA C153) ALLOWANCE	\$12.00	\$420.00
8	29	EA	FIRE HYDRANT ASSEMBLY REPLACEMENT	\$10,000.00	\$290,000.00	8	29	EA	FIRE HYDRANT ASSEMBLY REPLACEMENT	\$5,250.00	\$152,250.00	8	29	EA	FIRE HYDRANT ASSEMBLY REPLACEMENT	\$7,600.00	\$220,400.00
9	5	EA	FIRE HYDRANT ASSEMBLY REPLACEMENT ALLOWANCE	\$10,000.00	\$50,000.00	9	5	EA	FIRE HYDRANT ASSEMBLY REPLACEMENT ALLOWANCE	\$5,250.00	\$26,250.00	9	5	EA	FIRE HYDRANT ASSEMBLY REPLACEMENT ALLOWANCE	\$7,500.00	\$37,500.00
10	26	EA	12" GATE VALVE AWWA 509	\$5,000.00	\$130,000.00	10	26	EA	12" GATE VALVE AWWA 509	\$3,850.00	\$100,100.00	10	26	EA	12" GATE VALVE AWWA 509	\$6,400.00	\$166,400.00
11	5	EA	12" GATE VALVE AWWA 509 ALLOWANCE	\$5,000.00	\$25,000.00	11	5	EA	12" GATE VALVE AWWA 509 ALLOWANCE	\$3,850.00	\$19,250.00	11	5	EA	12" GATE VALVE AWWA 509 ALLOWANCE	\$6,250.00	\$31,250.00
12	4	EA	12" PLUG AND CLAMP	\$1,500.00	\$6,000.00	12	4	EA	12" PLUG AND CLAMP	\$450.00	\$1,800.00	12	4	EA	12" PLUG AND CLAMP	\$3,575.00	\$14,300.00
13	4	EA	1" AIR RELIEF VALVE	\$2,500.00	\$10,000.00	13	4	EA	1" AIR RELIEF VALVE	\$950.00	\$3,800.00	13	4	EA	1" AIR RELIEF VALVE	\$13,075.00	\$52,300.00
14	80	SY	CONCRETE DRIVEWAY REPAIR	\$300.00	\$24,000.00	14	80	SY	CONCRETE DRIVEWAY REPAIR	\$50.00	\$4,000.00	14	80	SY	CONCRETE DRIVEWAY REPAIR	\$404.00	\$32,320.00
15	20	SY	GRAVEL DRIVEWAY	\$100.00	\$2,000.00	15	20	SY	GRAVEL DRIVEWAY	\$30.00	\$600.00	15	20	SY	GRAVEL DRIVEWAY	\$465.00	\$9,300.00
16	850	LF	FENCE REPLACEMENT	\$67.00	\$56,950.00	16	850	LF	FENCE REPLACEMENT	\$8.00	\$6,800.00	16	850	LF	FENCE REPLACEMENT	\$126.00	\$107,100.00
17	45	SY	STREET REPAIR (ASPHALT)	\$250.00	\$11,250.00	17	45	SY	STREET REPAIR (ASPHALT)	\$75.00	\$3,375.00	17	45	SY	STREET REPAIR (ASPHALT)	\$400.00	\$18,000.00
18	4,150	SY	GRASSING (SOLID SLAB SOD)	\$6.00	\$24,900.00	18	4,150	SY	GRASSING (SOLID SLAB SOD)	\$5.00	\$20,750.00	18	4,150	SY	GRASSING (SOLID SLAB SOD)	\$7.00	\$29,050.00
19	1	LS	SITE RESTORATION & CLEANUP	\$50,000.00	\$50,000.00	19	1	LS	SITE RESTORATION & CLEANUP	\$5,000.00	\$5,000.00	19	1	LS	SITE RESTORATION & CLEANUP	\$64,300.00	\$64,300.00
20	1	LS	EROSION CONTROL	\$15,000.00	\$15,000.00	20	1	LS	EROSION CONTROL	\$7,500.00	\$7,500.00	20	1	LS	EROSION CONTROL	\$54,300.00	\$54,300.00
21	1	LS	WORK CHANGE DIRECTIVE ALLOWANCE	\$150,000.00	\$150,000.00	21	1	LS	WORK CHANGE DIRECTIVE ALLOWANCE	\$150,000.00	\$150,000.00	21	1	LS	WORK CHANGE DIRECTIVE ALLOWANCE	\$150,000.00	\$150,000.00
Total Amount Bid					\$2,118,530.00	Total Amount Bid					\$2,285,975.00	Total Amount Bid					\$2,335,130.00

Cimarron Construction Company						JC Utility Services						M&T Septic & Backhoe					
Item #	Est. QTY	Unit	Description	Unit Price	Item Total	Item #	Est. QTY	Unit	Description	Unit Price	Item Total	Item #	Est. QTY	Unit	Description	Unit Price	Item Total
1	1	LS	MOBILIZATION	\$77,810.00	\$77,810.00	1	1	LS	MOBILIZATION	\$20,990.28	\$20,990.28	1	1	LS	MOBILIZATION	\$7,500.00	\$7,500.00
2	1	LS	DE-MOBILIZATION	\$16,440.00	\$16,440.00	2	1	LS	DE-MOBILIZATION	\$20,990.28	\$20,990.28	2	1	LS	DE-MOBILIZATION	\$7,500.00	\$7,500.00
3	11,300	LF	12" C905 PVC DR 18 WATER LINE PIPE	\$116.00	\$1,310,800.00	3	11,300	LF	12" C905 PVC DR 18 WATER LINE PIPE	\$117.58	\$1,328,654.00	3	11,300	LF	12" C905 PVC DR 18 WATER LINE PIPE	\$269.00	\$3,039,700.00
4	55	LF	12" C905 PVC DR 18 WATER LINE PIPE DIRECTIONAL BORE W/O CASING	\$441.00	\$24,255.00	4	55	LF	12" C905 PVC DR 18 WATER LINE PIPE DIRECTIONAL BORE W/O CASING	\$181.61	\$9,988.55	4	55	LF	12" C905 PVC DR 18 WATER LINE PIPE DIRECTIONAL BORE W/O CASING	\$150.00	\$8,250.00
5	20	EA	RESTRAINING GLANDS 12" ALLOWANCE	\$325.00	\$6,500.00	5	20	EA	RESTRAINING GLANDS 12" ALLOWANCE	\$1144.32	\$22,886.40	5	20	EA	RESTRAINING GLANDS 12" ALLOWANCE	\$400.00	\$8,000.00
6	700	LBS	DUCTILE IRON FITTINGS (AWWA C153)	\$22.00	\$15,400.00	6	700	LBS	DUCTILE IRON FITTINGS (AWWA C153)	\$35.66	\$24,962.00	6	700	LBS	DUCTILE IRON FITTINGS (AWWA C153)	\$8.00	\$5,600.00
7	35	LBS	DUCTILE IRON FITTINGS (AWWA C153) ALLOWANCE	\$22.00	\$770.00	7	35	LBS	DUCTILE IRON FITTINGS (AWWA C153) ALLOWANCE	\$62.71	\$2,194.85	7	35	LBS	DUCTILE IRON FITTINGS (AWWA C153) ALLOWANCE	\$8.00	\$280.00
8	29	EA	FIRE HYDRANT ASSEMBLY REPLACEMENT	\$9,100.00	\$263,900.00	8	29	EA	FIRE HYDRANT ASSEMBLY REPLACEMENT	\$9,006.82	\$261,197.78	8	29	EA	FIRE HYDRANT ASSEMBLY REPLACEMENT	\$6,500.00	\$188,500.00
9	5	EA	FIRE HYDRANT ASSEMBLY REPLACEMENT ALLOWANCE	\$9,100.00	\$45,500.00	9	5	EA	FIRE HYDRANT ASSEMBLY REPLACEMENT ALLOWANCE	\$9,262.05	\$46,310.25	9	5	EA	FIRE HYDRANT ASSEMBLY REPLACEMENT ALLOWANCE	\$6,500.00	\$32,500.00
10	26	EA	12" GATE VALVE AWWA 509	\$4,715.00	\$122,590.00	10	26	EA	12" GATE VALVE AWWA 509	\$9,370.84	\$243,641.84	10	26	EA	12" GATE VALVE AWWA 509	\$4,000.00	\$104,000.00
11	5	EA	12" GATE VALVE AWWA 509 ALLOWANCE	\$4,715.00	\$23,575.00	11	5	EA	12" GATE VALVE AWWA 509 ALLOWANCE	\$9,326.70	\$46,633.50	11	5	EA	12" GATE VALVE AWWA 509 ALLOWANCE	\$4,000.00	\$20,000.00
12	4	EA	12" PLUG AND CLAMP	\$980.00	\$3,920.00	12	4	EA	12" PLUG AND CLAMP	\$1,902.50	\$7,610.00	12	4	EA	12" PLUG AND CLAMP	\$500.00	\$2,000.00
13	4	EA	1" AIR RELIEF VALVE	\$12,555.00	\$50,220.00	13	4	EA	1" AIR RELIEF VALVE	\$100.13	\$400.52	13	4	EA	1" AIR RELIEF VALVE	\$4,000.00	\$16,000.00
14	80	SY	CONCRETE DRIVEWAY REPAIR	\$226.00	\$18,080.00	14	80	SY	CONCRETE DRIVEWAY REPAIR	\$116.74	\$9,339.20	14	80	SY	CONCRETE DRIVEWAY REPAIR	\$175.00	\$14,000.00
15	20	SY	GRAVEL DRIVEWAY	\$168.00	\$3,360.00	15	20	SY	GRAVEL DRIVEWAY	\$78.26	\$1,565.20	15	20	SY	GRAVEL DRIVEWAY	\$50.00	\$1,000.00
16	850	LF	FENCE REPLACEMENT	\$51.00	\$43,350.00	16	850	LF	FENCE REPLACEMENT	\$2.62	\$2,227.00	16	850	LF	FENCE REPLACEMENT	\$15.00	\$12,750.00
17	45	SY	STREET REPAIR (ASPHALT)	\$288.00	\$12,960.00	17	45	SY	STREET REPAIR (ASPHALT)	\$108.09	\$4,864.05	17	45	SY	STREET REPAIR (ASPHALT)	\$150.00	\$6,750.00
18	4,150	SY	GRASSING (SOLID SLAB SOD)	\$5.00	\$20,750.00	18	4,150	SY	GRASSING (SOLID SLAB SOD)	\$42.75	\$177,412.50	18	4,150	SY	GRASSING (SOLID SLAB SOD)	\$9.45	\$39,217.50
19	1	LS	SITE RESTORATION & CLEANUP	\$133,750.00	\$133,750.00	19	1	LS	SITE RESTORATION & CLEANUP	\$55,955.56	\$55,955.56	19	1	LS	SITE RESTORATION & CLEANUP	\$50,000.00	\$50,000.00
20	1	LS	EROSION CONTROL	\$13,265.00	\$13,265.00	20	1	LS	EROSION CONTROL	\$61,500.22	\$61,500.22	20	1	LS	EROSION CONTROL	\$5,000.00	\$5,000.00
21	1	LS	WORK CHANGE DIRECTIVE ALLOWANCE	\$150,000.00	\$150,000.00	21	1	LS	WORK CHANGE DIRECTIVE ALLOWANCE	\$150,000.00	\$150,000.00	21	1	LS	WORK CHANGE DIRECTIVE ALLOWANCE	\$150,000.00	\$150,000.00
Total Amount Bid					\$2,357,195.00	Total Amount Bid					\$2,499,323.98	Total Amount Bid					\$3,718,547.50

CONTRACT

THIS CONTRACT made and entered into this 3rd day of December, 2024, by and between CITY OF LAWTON, Oklahoma, a Municipal Corporation, acting by and through the Mayor and City Council, party of the first part, hereinafter referred to as "CITY", and Southwest Water Works, LLC, party of the second part, hereinafter referred to as "CONTRACTOR".

WITNESSETH:

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

Lawton West Industrial Water Main Extension Phase 2 **City of Lawton Project # PU2412**

and

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

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

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

One million nine hundred seventeen thousand five hundred twenty-five Dollars (\$ 1,917,525.00).

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

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

1. The Contractor shall, in a good and first-class workmanlike manner, at his own cost and expense, furnish all labor and materials, tools, and equipment required to perform and complete said work in strict accordance with this Contract, the Contract Documents and Technical Specifications and all applicable Addenda, all of which are on file in the office of the Project Manager, 2100 SW 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.

City of Lawton Project No. PU2412

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 Addenda; and upon making such determination said official shall make his final certificate to the CITY.

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

Project Milestones

Milestone #	Description	Calendar Days
1	All Work will be substantially complete within 170 calendar days after the date when the Contract Times commence to run in accordance with the General and Supplementary Conditions.	One-hundred and seventy (170)
2	All Work will be completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions within 200 calendar days after the Contract Times commence to run.	Two-hundred (200)

The Contractor agrees to complete each milestone to a level of substantial completion, as defined by the General Conditions, within **the calendar days indicated in the above table**. The CONTRACTOR further agrees to pay as liquidated damages, for each milestone, the sum of **One Thousand Dollars and 00/100 (\$1,000.00) for each consecutive calendar day** thereafter as hereinafter provided in the General Conditions. Additionally, the CONTRACTOR agrees to fully complete the project, securing the ENGINEER's recommendation of final payment as described by the General Conditions, within **Two-hundred (200) consecutive calendar days**. The

CONTRACTOR further agrees to pay as additional liquidated damages the sum of **Five Hundred Dollars and 00/100 (\$500.00) for each consecutive calendar day** thereafter. The liquidated damages for exceeding each project milestone and final completion milestone shall be additive.

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

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

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

(FOR CORPORATIONS ONLY)

Name of Corporation

By _____

Title _____

ATTEST:

Title _____
(AFFIX SEAL)

(FOR PARTNERSHIPS AND PROPRIETORSHIPS)

Name of Partnership or Proprietorship

By _____

Title _____

COUNTY OF COMANCHE }
STATE OF OKLAHOMA }

Before me the undersigned, a Notary Public in and for said state, on this ____ day of _____, 2024, 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 _____, 2024.

John R. 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 One million nine hundred seventeen thousand five hundred twenty-five (\$1,917,525.00), and after charging account title **Lawton West Industrial Water Main Extension Phase 2 - COL Project # PU2412** with this encumbrance there is an unencumbered balance in said account of \$ _____.

Dated this ____ day of _____, 2024.

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 _____, 2024, for

Lawton West Industrial Water Main Extension Phase 2 **City of Lawton Project # PU2412**

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

NOW, THEREFORE, if said Principal shall

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

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

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

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

Dated this ____ day of _____, 2024.

Principal:

Surety:

(Name of Contractor)

By: _____

(Name & Title)

Attorney-in-Fact

By: _____

(Affix Seal)

(FOR CORPORATIONS ONLY)

ATTEST:

(Name & Title)

(Affix Seal)

(FOR PARTNERSHIPS AND PROPRIETORSHIPS)

Notarized on this ____ day of _____, 2024

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 _____, 2024, for

Lawton West Industrial Water Main Extension Phase 2
City of Lawton Project # PU2412

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

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

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

Dated this ____ day of _____, 2024.

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 _____, 2024

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 _____, 2024, for

Lawton West Industrial Water Main Extension Phase 2
City of Lawton Project # PU2412

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

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

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

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

City of Lawton Project No. PU2412

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 _____, 2024.

Principal: _____ Surety: _____

(Name of Contractor)

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

(FOR CORPORATIONS ONLY)

ATTEST:

(Name & Title) (Affix Seal)

(FOR PARTNERSHIPS AND PROPRIETORSHIPS)

Notarized on this _____ day of _____, 2024

Notary: _____ My commission expires: _____



City of Lawton

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

Commentary

File #: 24-2154

Agenda Date: 12/3/2024

Agenda No: 12.

ITEM TITLE:

Consider ratifying the City Manager's decision to issue an RFP for Wastewater Treatment Operations.

INITIATOR: John Ratliff, City Manager

STAFF INFORMATION SOURCE: John Ratliff, City Manager

BACKGROUND: This agenda item is to ratify the City Manager's decision to issue an RFP for Wastewater Treatment Operations.

EXHIBIT: N/A

KEY ISSUES: N/A

FUNDING SOURCE: N/A

STAFF RECOMMENDED COUNCIL ACTION: Ratify the City Manager's decision to issue an RFP for Wastewater Treatment Operations



City of Lawton

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

Commentary

File #: 24-2096

Agenda Date: 12/3/2024

Agenda No: 13.

ITEM TITLE:

Consider accepting EN2004A GMP No. 1 - Early Paving Package and HVAC and releasing the remaining portion of retainage on that phase of the project, thereby placing the Maintenance Bond into effect for that phase of the project.

INITIATOR: Michael Jones, Interim Director of Engineering

STAFF INFORMATION SOURCE: Michael Jones, Interim Director of Engineering

BACKGROUND: On June 28, 2022 Council approved and authorized bids for the Early Paving Package and HVAC Units portion of the Project EN2004A City Hall Renovation. Subsequently, bid opening was held on July 29, 2022. The bid document included four bid packages namely - Earthwork, Paving & Walks, Landscape and HVAC with two alternates - Drive-thru Lane and Alternate HVAC Manufacturer. After receiving the bids, CMS Willowbrook, Inc. proposed the guaranteed maximum price (GMP) for the Early Paving Package and HVAC Units portion of the Project EN2004A City Hall Renovation at \$927,562.82. Council approved this GMP on August 23, 2022.

GMP No. 2, is the building renovation phase of this project and is still under construction and not part of the proposed action.

On January 4, 2023, CMS Willowbrook, Inc. submitted the Maintenance Bond, Payment Certificate, Contractor's Release to the City, and Subcontractor's Waiver and Release of Lien upon Final Payment. The maintenance Bond is on file at the City Clerk's office, which reconciled the actual as-built quantities for the parking lot construction and released retainage for that part, as per Oklahoma Statutes Title 61 § 226.C, of the Amendment No. 1 package.

This payment will release the balance retainage for close out of the project in the amount \$1,234.31. Staff recommend accepting the project and releasing remaining retainage, thereby putting maintenance bond into effect.

EXHIBIT: EN2004A GMP1 PA11, Maintenance Bond pt2

KEY ISSUES: N/A

FUNDING SOURCE: Propel

STAFF RECOMMENDED COUNCIL ACTION: Accept EN2004A GMP No. 1 - Early Paving Package and HVAC and release the remaining portion of retainage on that phase of the project, thereby placing the Maintenance Bond into effect for that phase of the project.

Bond No: 9393615

Maintenance Bond

KNOW ALL MEN BY THESE PRESENTS, that we
CMSWillowbrook, Inc. hereinafter
called Principal, as Principal, and Fidelity and Deposit Company of Maryland
a corporation of the State of Maryland, hereinafter called Surety, as Surety,
are held and firmly bound unto
City of Lawton

hereinafter called Obligee in the sum of (\$433,927.51) Four Hundred Thirty Three Thousand Nine Hundred Twenty Seven and 51/100
DOLLARS, lawful money of the United States of America, to be paid to the said Obligee, or its successors or assigns, to
the payment of which sum well and truly to be made, we do bind ourselves, our heirs, executors, administrators,
successors and assigns, jointly and severally, firmly by these presents.

SIGNED, sealed and dated this 29th day of October, 2024.

WHEREAS, the Principal entered into a contract with the said Obligee, dated May 24th, 2022,
for
City Hall Renovation, EN2004A GMP1
and,

WHEREAS, the Obligee requires that these presents be executed on or before the final completion and acceptance of said
contract and

WHEREAS, said contract was completed and accepted on the 11th day of April, 2024.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the Principal shall remedy, without
cost to the Obligee, any defects which may develop during a period of One (1) Year
from the date of completion and acceptance of the work performed under the contract, caused by defective or inferior
materials or workmanship, then this obligation shall be void; otherwise it shall be and remain in full force and effect.

ATTEST:

CMSWillowbrook, Inc.
By: _____
Weston DeHart, President

Jana Taylor
Jana Taylor, Witness

Fidelity and Deposit Company of Maryland
By: [Signature]
Dillon B. Rosenhamer, Attorney in Fact

CON80010ZZ0601f



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

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Illinois, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Illinois (herein collectively called the "Companies"), by Robert D. Murray, Vice President, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint to Michael F. ROSS, John G. HESTER, Debbie JOHNS, Jeffrey J. BURTON, Dillon B. ROSENHAMER, Carrie J. TRUE, Jana M. TAYLOR, Cassidy SCOTT of Oklahoma City, OK, its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: **any and all bonds and undertakings**, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York., the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland., and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland., in their own proper persons.

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

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND, this 13th day of December, A.D. 2023.



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

By: Robert D. Murray
Vice President

By: Dawn E. Brown
Secretary

State of Maryland
County of Baltimore

On this 13th day of December, A.D. 2023, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **Robert D. Murray, Vice President and Dawn E. Brown, Secretary** of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, depose and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

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

Genevieve M. Maison

GENEVIEVE M. MAISON
NOTARY PUBLIC
BALTIMORE COUNTY, MD
My Commission Expires JANUARY 27, 2025



Authenticity of this bond can be confirmed at bondvalidator.zurichna.com or 410-559-8790

EXTRACT FROM BY-LAWS OF THE COMPANIES

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

CERTIFICATE

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

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

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

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

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

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies, this 29th day of October, 2024.



Thomas O. McClellan

Thomas O. McClellan
Vice President

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

Zurich Surety Claims
1299 Zurich Way
Schaumburg, IL 60196-1056
reportsfclaims@zurichna.com
800-626-4577

Authenticity of this bond can be confirmed at bondvalidator.zurichna.com or 410-559-8790

City of Lawton, Oklahoma Engineering Division Partial Payment Estimate	Partial Payment Estimate Number <u>11</u> Period of Estimate: from <u>1/11/24</u> to <u>6/14/24</u> Page <u>1</u> of <u>7</u>
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Contractor: CMSWillowbrook, Inc	Project: EN2004A Lawton City Hall Reno GMP1 Early Paving Package
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Contract Change Order Summary	Estimate
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Number	Date Approved	Additions	Deductions		
				1. Amount of Original Contract	927,562.82
				2. Change Order Adjustment	(12,434.78)
				3. Total Contract to Date	915,128.04
Totals				4. Work Completed to Date	915,128.04
Net Change				5. Stored Materials	0.00
				6. Total Work Completed & Stored Materials	915,128.04
				7. Retainage (5 % x #6)	45,756.40
				Retainage Released	(\$45,756.40)
				8. Amount of Previous Payments	913,893.73
				9. Balance Due This Payment (6-7-8)	1,234.31
		Elapsed Days <u>119</u>	Remaining Days <u>1</u>		

Original Days <u>120</u> Change Order Days <u>0</u> Recommended Delay Days Recommended Total Days <u>119</u>	Work Order Date <u>9/2/2022</u> Original Completion Date <u>12/31/2022</u> Recommended Current Completion Date <u>12/31/2022</u> Project on Schedule <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO
---	---

Certification of Contractor

According to the best of my knowledge and belief, I certify that all items and amounts shown on this Partial Payment Estimate are correct; that all work has been performed and/or material supplied in full accordance with the requirements of the referenced Contract, and/or duly authorized deviations, substitutions, alternations, and/or additions; that the foregoing is a true and correct statement of the contract account up to and including the last day of the period covered by this Partial Payment Estimate; that no part of the "Balance Due This Payment" has been received.

Contractor: CMSWillowbrook, Inc.

Signed: *M. Vaughn* Date: 6/14/24

Certification of Architect or Engineer

I certify that I have checked and verified the above and foregoing Partial Payment Estimate; that to the best of my knowledge and belief it is a true and correct statement of work performed and/or material supplied by the contractor; that all work and/or material included in this Partial Payment Estimate has been inspected by me and/or by my duly authorized representative or assistants and that it has been performed and/or supplied in full accordance with requirements of the reference contract.

Architect or Engineer – Signed: *Jay [Signature]* Date: 06/24/2024

Inspector – Signed: _____ Date: 06-21-2024

<p>Cost of Work Completed to Date Under Original Contract Only</p> <ul style="list-style-type: none"> • Entries must be limited to work and costs under the original contract only. • Work and cost data under change orders is to be shown on the front of this form. • Enter data per bid proposal in columns (1) through (5). • Show all work completed to date under original contract in columns (6) and (7). • Enter the difference between entries in columns (5) and (7) in column (8). • Show percent ratio of column (7) to column (5) in column (9). 	<p>APPROVAL RECOMMENDED. R. SCOTT VAUGHN, P.E. 10/29/2024</p> <p><i>R. Scott Vaughn</i></p>
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City of Lawton			
Project EN2004A			
Lawton City Hall Projects Summary Sheet			
as of 6/10/2024			
GMP1 Early Paving Package PA11			
Original Contract	\$927,562.82		
Total Billed To-Date	\$915,128.04		
Retainage Held	\$0.00		
Retainage Released	\$45,756.40		
Funds Remaining GMP1	\$12,434.78		
GMP2 Main Building Renovation PA12			
Original Contract	\$7,587,302.00		
Total Billed To-Date	\$5,019,154.13		
Retainage Held	\$250,957.71		
Retainage Released	\$0.00		
Funds Remaining GMP2	\$2,568,147.87		
Total Project Cost (includes retainage)	\$5,934,282.17		
Total Project Funds Remaining	\$2,580,582.65		

APPLICATION AND CERTIFICATE FOR PAYMENT

Invoice #: 0126a-PA11

To Owner: City of Lawton
212 SW 9th St

Project: 0126a. Lawton City Hall Early Paving
Package

Application No.: 11

Distribution to:

Owner

Architect

Contractor

Lawton, OK 73501

Period To: 6/14/2024

From Contractor: Willowbrook Inc.
P.O. Box 807

Via Architect: MA+ Architectural

Project Nos: EN2004A

Chickasha, OK 73023

Contract For: EN2004A Lawton City Hall Reno

Contract Date: 9/1/2022

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract.
Continuation Sheet is attached.

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information, and belief, the work covered by this Application for Payment has been completed in accordance with the Contract Documents. That all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR: Willowbrook Inc.

By: [Signature] Date: 6/14/24

State of: Oklahoma
Subscribed and sworn to before me this
Notary Public: Hilary Peter June
My Commission expires: 6/28/25

County of: Grady
day of 14 2024



1. Original Contract Sum	\$927,562.82
2. Net Change By Change Order	-\$12,434.78
3. Contract Sum To Date	\$915,128.04
4. Total Completed and Stored To Date	\$915,128.04
5. Retainage:	
a. 0.00% of Completed Work	\$0.00
b. 0.00% of Stored Material	\$0.00
Total Retainage	\$0.00
6. Total Earned Less Retainage	\$915,128.04
7. Less Previous Certificates For Payments	\$913,893.73
8. Current Payment Due	\$1,234.31
9. Balance To Finish, Plus Retainage	\$0.00

ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising the above application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information, and belief, the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED \$1,234.31

(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.)

ARCHITECT: [Signature] Date: 06/24/2024

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment, and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

CHANGE ORDER SUMMARY	Additions	Deductions
Total changes approved in previous months by Owner	\$0.00	\$0.00
Total Approved this Month	\$0.00	\$12,434.78
TOTALS	\$0.00	\$12,434.78
Net Changes By Change Order	-\$12,434.78	

CONTINUATION SHEET

Application and Certification for Payment, containing

Contractor's signed certification is attached.

In tabulations below, amounts are stated to the nearest dollar.

Use Column I on Contracts where variable retainage for line items may apply.

Application No. : 11

Application Date : 06/14/24

To: 06/14/24

Architect's Project No.: EN2004A

Invoice # : 0126a-PA11

Contract : 0126a. Lawton City Hall Early Paving Package

A Item No.	B Description of Work	C Scheduled Value	D Work Completed		F Materials Presently Stored (Not in D or E)	G Total Completed and Stored To Date (D+E+F)	H % (G / C)	I Balance To Finish (C-G)	Retainage
			From Previous Application (D+E)	This Period In Place					
100	Project Management/Supervision	62,750.00	62,750.00	0.00	0.00	62,750.00	100.00%	0.00	0.00
200	BP1 Earthwork (Incl. in BP2)	0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00
300	BP2 Paving & Walks (HG Jenkins)	269,410.94	269,410.94	0.00	0.00	269,410.94	100.00%	0.00	0.00
400	BP3 Landscaping (Bedrock Nursery)	40,758.88	40,758.88	0.00	0.00	40,758.88	100.00%	0.00	0.00
500	BP4 HVAC Units (Pippin Bros)	366,000.00	366,000.00	0.00	0.00	366,000.00	100.00%	0.00	0.00
600	General Conditions (Requirements)	24,406.00	24,406.00	0.00	0.00	24,406.00	100.00%	0.00	0.00
700	Allowance -Unforeseen Cond (\$30,000)	0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00
701	AMOD 1 Parking Lot UG Water Wells	1,838.15	1,838.15	0.00	0.00	1,838.15	100.00%	0.00	0.00
702	AMOD 2 Domestic Water Tap	4,500.00	4,500.00	0.00	0.00	4,500.00	100.00%	0.00	0.00
704	AMOD 4 Thermoplastic Pavement Marking	0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00
706	AMOD 6 Install HVAC Equip	19,591.62	19,591.62	0.00	0.00	19,591.62	100.00%	0.00	0.00
800	Allowance -Electrical (\$10,000)	0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00
803	AMOD 3 UG Conduit Install	4,192.06	4,192.06	0.00	0.00	4,192.06	100.00%	0.00	0.00
804	CMOD 4 Repair Existing Asphalt K (3 of 3)	4,081.39	4,081.39	0.00	0.00	4,081.39	100.00%	0.00	0.00
900	Allowance -Asphalt Paving (\$10,000)	0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00
904	CMOD 4 Repair Existing Asphalt K (2 of 3)	10,000.00	10,000.00	0.00	0.00	10,000.00	100.00%	0.00	0.00
1000	Allowance -Testing (\$7,500)	0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00
1100	CM Contingency (\$41,041)	12,434.78	0.00	12,434.78	0.00	12,434.78	100.00%	0.00	0.00
1101	CMOD 1 RFP-1 Added Irrigation Scope	15,358.20	15,358.20	0.00	0.00	15,358.20	100.00%	0.00	0.00
1102	CMOD 2 Tap Sanitary Main	17,730.14	17,730.14	0.00	0.00	17,730.14	100.00%	0.00	0.00
1103	CMOD 3 GC Cost Overage Jan 2024	310.05	310.05	0.00	0.00	310.05	100.00%	0.00	0.00
1104	CMOD 4 Repair Existing Asphalt K (1 of 3)	7,642.61	7,642.61	0.00	0.00	7,642.61	100.00%	0.00	0.00
1105	CMOD 5 GC Cost Overage June 2024	862.00	862.00	0.00	0.00	862.00	100.00%	0.00	0.00
1200	Owner Contingency (\$0)	0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00
1300	Bonds	7,541.00	7,541.00	0.00	0.00	7,541.00	100.00%	0.00	0.00
1400	Builders Risk Ins (By Owner)	0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00
1500	General Liability Ins	5,651.00	5,651.00	0.00	0.00	5,651.00	100.00%	0.00	0.00
1600	CM Fee	52,504.00	52,504.00	0.00	0.00	52,504.00	100.00%	0.00	0.00

CONTINUATION SHEET

Application and Certification for Payment, containing Contractor's signed certification is attached.
 In tabulations below, amounts are stated to the nearest dollar.
 Use Column I on Contracts where variable retainage for line items may apply.

Application No. : 11
Application Date : 06/14/24
To: 06/14/24
Architect's Project No.: EN2004A

Invoice # : 0126a-PA11

Contract : 0126a. Lawton City Hall Early Paving Package

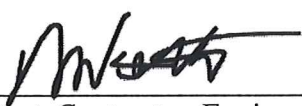
A Item No.	B Description of Work	C Scheduled Value	D E Work Completed		F Materials Presently Stored (Not in D or E)	G Total Completed and Stored To Date (D+E+F)	% (G / C)	H Balance To Finish (C-G)	I Retainage
			From Previous Application (D+E)	This Period In Place					
1700	PCO 2 Final Deduct to Return Unused Funds	-12,434.78	0.00	-12,434.78	0.00	-12,434.78	100.00%	0.00	0.00
Grand Totals		915,128.04	915,128.04	0.00	0.00	915,128.04	100.00%	0.00	0.00

**AFFIDAVITS FOR PAYMENTS IN EXCESS OF \$25,000
CITY OF LAWTON, STATE OF OKLAHOMA**

STATE OF Oklahoma }

COUNTY OF Grady }

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) as shown by this invoice or claim have been (completed or supplied) in accordance with the plans, specifications, orders or requests furnished the affiant. Affiant further states that (s)he has made no payment directly or indirectly to any elected official, officer or employee of the State of Oklahoma, any county or local subdivision of the state, of money or any other thing of value to obtain payment.



(Architect, Contractor, Engineer or Supplier)

Attested to before me this 14 day of June, 2024.



Hilary Peters
Notary Public

My Commission Expires: June 28, 2025

Note: Copy of this Affidavit must be attached to any invoice submitted by an Architect, Contractor, Engineer or Supplier for work, services, or materials completed or supplied under the terms of the contract or contracts in excess of \$25,000.

Change Order

Willowbrook Inc.
P.O. Box 807
Chickasha, OK 73023

Distribution Lawton City Hall Early Paving Packag
 MA+Architecture, LLC
 Office Field
 Other

Project: Lawton City Hall Early Paving Package **Contract Number:** 0126a. Lawton City Hall Early Paving Package
212 SW 9th Street
Lawton, OK 73501
EN2004A GMP1

To (Contractor): Willowbrook Inc. **Proposed Change Order #:** PCO 2 Final Deduct to Return Unused Funds
P.O. Box 807
Chickasha, OK 73023 **Change Order Date :** 06/14/24

You are directed to make the following changes in this Contract: This Prime Contract Deduct is to return remaining funds to arrive at final contract value for the Lawton City Hall Early Paving Project.

C.O. Item	Contract Item	Change in Days	UM	Units	Description	Unit Price	Amount
1	1700		LS		PCO 2 Final Deduct to Return Unused Funds		-12,434.78
Total For Change Order:							-12,434.78

Not valid until signed by both the Owner and Architect. Signature of the Contractor indicates the Contractor's agreement herewith, including any adjustment in the Contract Sum or Contract Time.

The original Contract Sum was	927,562.82
The net change by previously authorized Change Orders was	0.00
The Contract Sum prior to this Change Order was	927,562.82
The Contract Sum will be decreased by this Change Order	-12,434.78
The new Contract Sum will be	915,128.04

Authorized By Owner: City of Lawton 212 SW 9th St Lawton, OK 73501 By: _____ Date: _____	Accepted By Contractor: Willowbrook Inc. P.O. Box 807 Chickasha, OK 73023 By: <u><i>M/ark</i></u> Date: <u><i>6/14/24</i></u>	Architect/Engineer: MA+Architecture, LLC 4000 N Classen Boulevard, Suite 11N Oklahoma City, OK 73118 By: <u><i>Jay D. Amodeo</i></u> Date: <u><i>06-24-2024</i></u>
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Conditional Partial Release of Lien

KNOW ALL MEN BY THESE PRESENTS:

On receipt of payment by the signer of this document in the amount of \$1,234.31, and at which time said payment has cleared the bank on which it is drawn, this document becomes effective to release and quitclaim the City of Lawton, the Owner, their successors and assigns, any and all claims of lien which they may now have upon the project identified below for materials and/or labor provided prior to and including the period ending date identified above.

Owner: City of Lawton

Project Name: Lawton City Hall – Early Site Paving

Project Address: 212 SW 9th St, Lawton, OK 73501

This release covers a progress payment to the signer for all labor, services, equipment, or materials furnished to the Owner through the date noted above, except for unpaid retention, pending modifications and pending changes.

The signer warrants that the signer has already paid or will use the funds received from this progress payment to promptly pay in full all the signer's laborers, subcontractors, materialmen, and suppliers for all work, materials, equipment, or services provided for the above referenced project in regard to the attached Payment Application.

I hereunto set my hand seal this 12th day of November, 20 24.

Willowbrook Company Name

[Signature] Signature

Barry Carpenter Printed Name

Sworn to and subscribed before me this 12 day of Nov, 20 24.



[Signature]
Notary Public Signature



City of Lawton

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

Commentary

File #: 24-2163

Agenda Date: 12/3/2024

Agenda No: 14.

ITEM TITLE:

Consider and acknowledging receipt of permit number WL000016240810 for the construction of PU2412 West Industrial Water Main Extension Phase 2 Project from the Oklahoma Department of Environmental Quality.

INITIATOR: Rusty Whisenhunt, Director of Public Utilities

STAFF INFORMATION SOURCE: Rusty Whisenhunt, Director of Public Utilities

BACKGROUND: The City Council entered into a redevelopment agreement on February 23, 2023, later modified by City Council to support the development of the site as refinery of Cobalt and other elements for Westwin Elements, INC. As part of the agreement, the City of Lawton is required to bring utilities to the project site to support the industry. Garver was contracted to do the design of Phase I, approved by council on May 9th, 2023, to extend the waterline services in the industrial park area. The Council approved plans and specification and authorized advertising on November 7th, 2023. The City of Lawton pre-purchased the 20” PVC pipe, large diameter fittings and 20” valve to expedite construction. Council Awarded the Phase I construction contract in the amount of \$2,440,772.28 to M&T Septic & Backhoe Service, INC, of Blanchard, OK, on December 5th, 2023. The project was completed and accepted by council on March 26, 2024.

On February 13, 2024, City Council approved Amendment No. 1 to the Industrial Water Main Phase I Project PU2306 contract with Garver, LLC, for Phase II-a design to include a 12” waterline loop from the industrial site along 112th St from Bishop Rd to Lee Blvd and back to 97th St. and design of a lift station and force main to connect the West Industrial Site to the City’s sanitary sewer system in the not to exceed amount of \$677,150.00. Phase II of this project includes the waterline loop as well as the sewer lift station and force main. To accommodate the cost for this project, the constructions plans have been split into PU2412 for the waterline loop and PU2420 for the lift station and force main. The total estimated cost for all of Phase 2 is approximately \$7.2 million, based upon the engineer’s estimate. The plans and specifications for Phase II Waterline Project PU2412 are now complete and ready to bid for construction. The estimated cost for construction is \$4,000,000. City Council approved the plans, specifications and authorized advertisement on October 8, 2024.

A construction contract for PU2412 West Industrial Water Main Extension Phase 2 Project is set to award at Council on December 3rd, 2024, to Southwest Water Works, LLC, in the amount of \$1,917,525.00.

Receipt of this permit at City Council is a required term of the permit.

This project benefits the citizen by promoting the Open for Business value in accordance with the True North Culture Statement.

EXHIBIT: ODEQ Construction Permit

KEY ISSUES: None

FUNDING SOURCE: N/A

STAFF RECOMMENDED COUNCIL ACTION: Acknowledge receipt of permit number WL000016240810 for the construction of PU2412 West Industrial Water Main Extension Phase 2 Project from

the Oklahoma Department of Environmental Quality.

November 15, 2024

Stanley Booker, Mayor
City of Lawton
212 SW 9th Street
Lawton, Oklahoma 73501

Re: Permit No. WL000016240810
Lawton West Industrial Water Main Extension Phase 2, SW 112th St. & SW Lee Blvd.
Facility No. S-11303

Dear Mr. Booker:

Enclosed is Permit No. WL000016240810 for the construction of 11300 linear feet of twelve (12) inch PVC and all appurtenances to serve the Lawton West Industrial Water Main Extension Phase 2, SW 112th St. & SW Lee Blvd., Comanche County, Oklahoma.

The project authorized by this permit should be constructed in accordance with the plans approved by this Department on November 15, 2024. Any deviations from the approved plans and specifications affecting capacity, flow or operation of units must be approved, in writing, by the Department before changes are made.

Receipt of this permit should be noted in the minutes of the next regular meeting of the City of Lawton, after which it should be made a matter of permanent record.

We are returning one (1) set of the approved plans to you, one (1) set to your engineer and retaining one (1) set for our files.

Respectfully,



Kimberly Douglas, P.E.
Construction Permit Section
Water Quality Division

KD/RC/md

Enclosure

c: Bill Kropf, Regional Manager, DEQ
LAWTON DEQ OFFICE
Michael A. Salinas, P.E., Garver

PERMIT No. WL000016240810

WATER LINES

FACILITY No. S-11303

PERMIT TO CONSTRUCT

November 15, 2024

Pursuant to O.S. 27A 2-6-304, the City of Lawton is hereby granted this Tier I Permit to construct 11300 linear feet of twelve (12) inch PVC and all appurtenances to serve the Lawton West Industrial Water Main Extension Phase 2, SW 112th St. & SW Lee Blvd., located in E 1/2, Section 1, T-1-N, R-13-W, Comanche County, Oklahoma, in accordance with the plans approved November 15, 2024.

By acceptance of this permit, the permittee agrees to operate and maintain the facility in accordance with the Public Water Supply Operation rules (OAC 252:631) and to comply with the State Certification laws, Title 59, Section 1101-1116 O.S. and the rules and regulations adopted thereunder regarding the requirements for certified operators.

This permit is issued subject to the following provisions and conditions.

- 1) This water line provides adequate fire flow in accordance with the 2009 International Fire Code through the approved hydraulic analysis. The fire flow provided is 1,500 gpm.
- 2) That the recipient of the permit is responsible that the project receives supervision and inspection by competent and qualified personnel.
- 3) That construction of all phases of the project will be started within one year of the date of approval or the phases not under construction will be resubmitted for approval as a new project.
- 4) That no significant information necessary for a proper evaluation of the project has been omitted or no invalid information has been presented in applying for the permit.
- 5) That the Oklahoma Department of Environmental Quality shall be kept informed on occurrences which may affect the eventual performance of the works or that will unduly delay the progress of the project.
- 6) That wherever water and sewer lines are constructed with spacing of 10 feet or less, sanitary protection will be provided in accordance with Public Water Supply Construction Standards [OAC 252:626-19-2].
- 7) That before placing this facility into service, at least two samples of the water, taken on different days, shall be tested for bacteria to show that it is safe for drinking purposes.
- 8) That any deviations from approved plans or specifications affecting capacity, flow or operation of units must be approved by the Department before any such deviations are made in the construction of this project.

PERMIT No. WL000016240810

WATER LINES

FACILITY No. S-11303

PERMIT TO CONSTRUCT

- 9) That the recipient of the permit is responsible for the continued operation and maintenance of these facilities in accordance with rules and regulations adopted by the Environmental Quality Board, and that this Department will be notified in writing of any sale or transfer of ownership of these facilities.
- 10) The issuance of this permit does not relieve the responsible parties of any obligations or liabilities which the permittee may be under pursuant to prior enforcement action taken by the Department.
- 11) That the permittee is required to inform the developer/builder that a DEQ Storm Water Construction Permit is required for a construction site that will disturb one (1) acre or more in accordance with OPDES, 27A O.S. Section 2-6-201 *et seq.* For information or a copy of the GENERAL PERMIT (OKR10) FOR STORM WATER DISCHARGES FROM CONSTRUCTION ACTIVITIES, Notice of Intent (NOI) form, Notice of Termination (NOT) form, or guidance on preparation of a Pollution Prevention Plan, contact the Storm Water Unit of the Water Quality Division at P.O. Box 1677, Oklahoma City, OK 73101-1677 or by phone at (405) 702-8100.
- 12) That any notations or changes recorded on the official set of plans and specifications in the Oklahoma Department of Environmental Quality files shall be part of the plans as approved.
- 13) That water lines shall be located at least fifteen (15) feet from all parts of septic tanks and absorption fields, or other sewage treatment and disposal systems.
- 14) That whenever plastic pipe is approved and used for potable water, it shall bear the seal of the National Sanitation Foundation and meet the appropriate commercial standards.
- 15) That when it is impossible to obtain proper horizontal and vertical separation as stipulated in Public Water Supply Construction Standards OAC 252:626-19-2(h)(1) and OAC 252:626-19-2(h)(2), respectively, the sewer shall be designed and constructed equal to water pipe, and shall be pressure tested to the highest pressure obtainable under the most severe head conditions of the collection system prior to backfilling.

Failure to appeal the conditions of this permit in writing within 30 days from the date of issue will constitute acceptance of the permit and all conditions and provisions.



Greg Carr, P.E., Chief Engineer, Construction Permit Section
Water Quality Division



City of Lawton

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

Commentary

File #: 24-2172

Agenda Date: 12/3/2024

Agenda No: 15.

ITEM TITLE:

Consider accepting the record drawings and maintenance bond for the offsite improvements modifying the traffic control system and adding a left turn lane on NW Sheridan Road, just south of NW Lake Ave, to serve the Braum's property located at 151 NW Sheridan and take appropriate action as deemed necessary.

INITIATOR: Christine James, Planning Director

STAFF INFORMATION SOURCE: Kameron Good, Senior Planner

BACKGROUND: The proposed business is Braum's and the consulting engineer is Tanner Consulting, LLC. The traffic signals located on NW Sheridan Road just south of NW Lake Ave. This modified the intersection from a three-way signal to a four-way signal. This will allow direct access to Braum's parking lot off of NW Sheridan Road.

A third-party Traffic Engineer reviewed the plans on behalf of the City. B.J. Hawkins, P.E. with Traffic Engineering Consultants, Inc reviewed the plans prior to construction.

Construction plans were approved by City Council July 9, 2024.

City Engineering has inspected and approved the offsite turn lane and traffic signal.

The maintenance bond is in the amount of \$36,278.74.

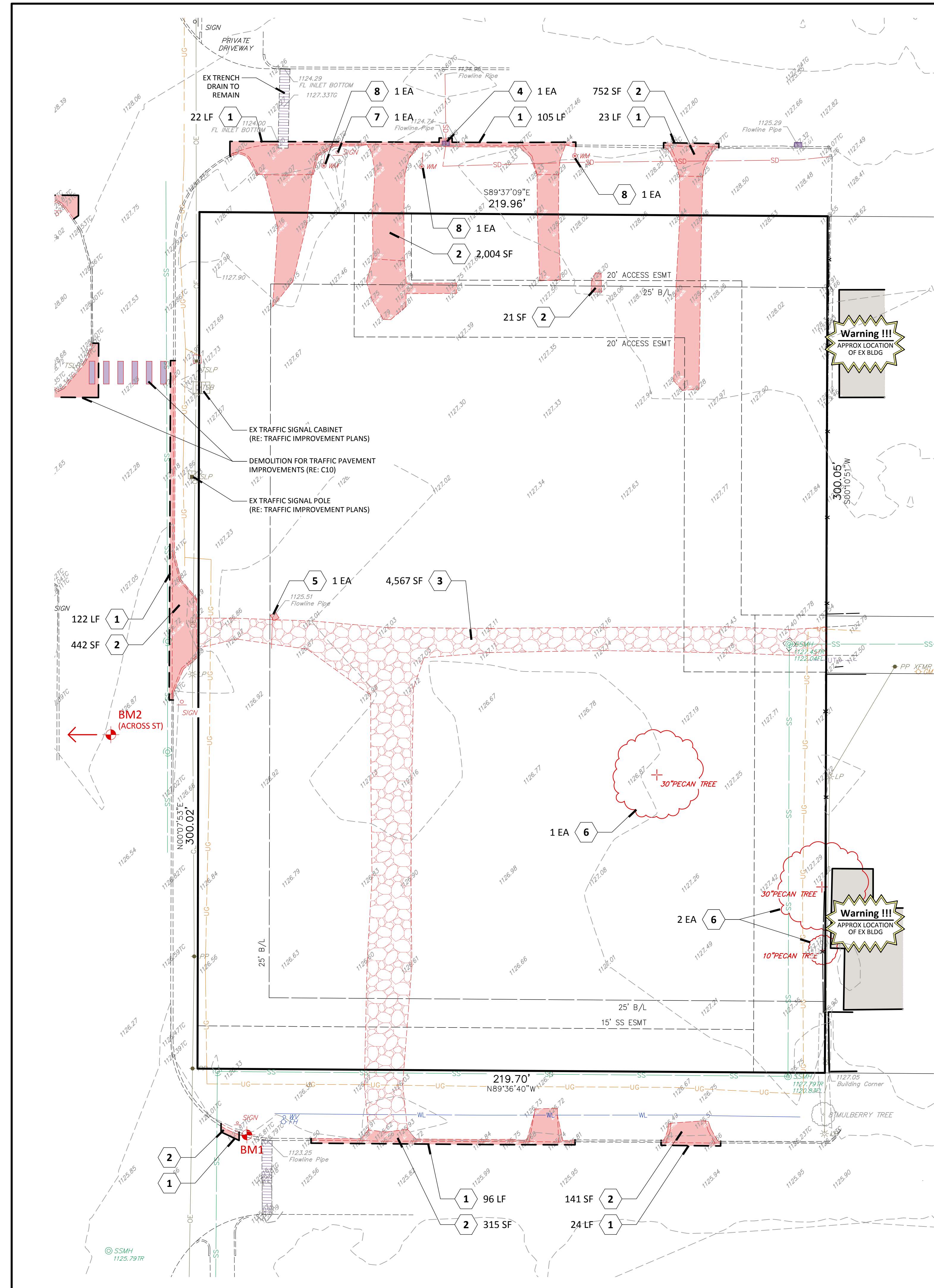
This item went to the City Planning Commission on November 14, 2024. The CPC made a recommendation to approve with an 8-0 vote with the condition that the effective date on the maintenance bond be corrected to the date of Council acceptance. This has been corrected.

EXHIBIT: Braum's Construction Plans Stamped as Record Drawings by Engineer
Letter of Certification by Engineer
Maintenance Bond
CPC Minutes November 14, 2024

KEY ISSUES: N/A

FUNDING SOURCE: N/A

CPC RECOMMENDED COUNCIL ACTION: Approve the record drawings and maintenance bond for the offsite improvements modifying the traffic control system and adding a left turn lane on NW Sheridan Road, just south of NW Lake Ave, to serve the Braum's property located at 151 NW Sheridan Road.



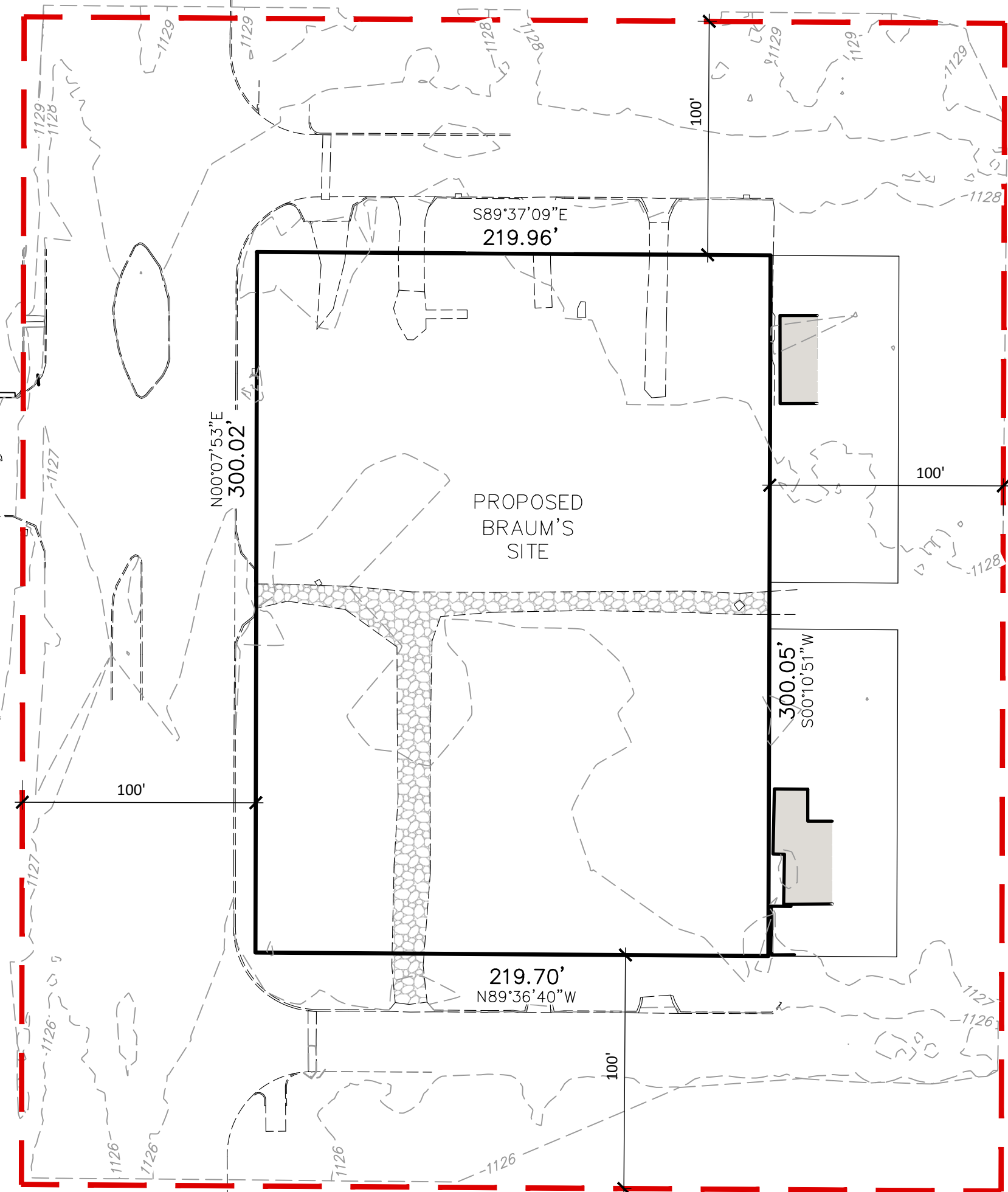
- KEY NOTES**
- FULL DEPTH SAWCUT
 - REMOVAL OF PAVEMENT & INTEGRAL CURB
 - REMOVAL OF AGGREGATE DRIVEWAY
 - MODIFY CURB INLET (RE: C5)
 - REMOVAL OF STORM INLET STRUCTURE & STORM PIPE *
 - REMOVAL OF TREE **
 - REMOVE & RELOCATE EX STREET SIGN (RE: C2)
 - REMOVE EXISTING WATER METER (COORDINATE W/ CITY)
- * CONTRACTOR SHALL FIELD VERIFY LENGTH OF EXISTING PIPE & CAP EX PIPE AT PROPERTY LINE.
 ** CONTRACTOR SHALL FIELD VERIFY THAT TREE IS ON BRAUM'S PROPERTY PRIOR TO REMOVAL.

IMPERVIOUS AREAS

TOTAL LOT AREA	65,957 SF (1.514 AC)
EXISTING IMPERVIOUS AREA	1,429 SF (2.17%)
PROPOSED IMPERVIOUS AREA	53,593 SF (81.25%)
INCREASE IN IMPERVIOUS AREA	52,164 SF (79.08%)

- GENERAL NOTES**
- TOPOGRAPHIC INFORMATION SHOWN HEREIN WAS PROVIDED BY TANNER CONSULTING.
 - ALL GRADES ARE BASED ON NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD 88).
 - WHEREVER THE WORD "CITY" APPEARS HEREIN THE SAME SHALL CONCLUSIVELY BE DEEMED TO MEAN THE CITY OF LAWTON, OK UNLESS THE CONTEXT CLEARLY DICTATES OTHERWISE.
 - THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY WORK ORDERS AND PERMITS FROM THE CITY, INCLUDING PROVISION OF BONDS AND INSURANCE AS REQUIRED.
 - THE CONTRACTOR SHALL NOTIFY THE CITY PUBLIC WORKS DEPARTMENT AT LEAST 24 HOURS PRIOR TO START OF CONSTRUCTION.
 - THE CONTRACTOR SHALL POT-HOLE EXISTING UTILITIES AT CROSSINGS WITH PROPOSED UTILITIES. NOTIFY TANNER CONSULTING OF DISCOVERED CONFLICTS.
 - THE CONTRACTOR SHALL COORDINATE / INSTALL TRAFFIC CONTROL MEASURES WITH THE CITY PRIOR TO ANY WORK IN THE ROADWAY.

- DEMOLITION NOTES:**
- CONTRACTOR IS RESPONSIBLE FOR CONTACTING LOCAL UNDERGROUND UTILITY SERVICES AND/OR ONE-CALL SYSTEM AT 1-800-522-6543 FOR UTILITY LOCATION AND IDENTIFICATION PRIOR TO COMMENCING ANY CONSTRUCTION ACTIVITIES. CONTRACTOR SHALL BE RESPONSIBLE FOR DAMAGE TO ALL UTILITIES DURING THE INSTALLATION.
 - ITEMS SHALL ONLY BE REMOVED IF DESIGNATED FOR REMOVAL IN THE DRAWINGS. TREES, FOOTINGS, PAVING, AND OTHER ITEMS TO BE REMOVED TO THEIR FULL DEPTH UNLESS OTHERWISE NOTED.
 - SIGNIFICANT ITEMS FOUND BELOW GRADE AND NOT SHOWN ON DRAWINGS SHALL BE BROUGHT TO THE ATTENTION OF THE ENGINEER OR OWNER'S REPRESENTATIVE.
 - ALL CONCRETE AND ASPHALT REMOVAL SHALL BE SAW-CUT. DAMAGE TO EDGES OF PAVING TO BE SAVED SHALL BE REPAIRED TO AN ACCEPTABLE QUALITY BY THE CONTRACTOR AT NO COST TO THE OWNER.
 - REMOVE DEMOLISHED MATERIAL FROM SITE AND DISPOSE OF ACCORDING TO LOCAL, STATE, AND FEDERAL REGULATIONS. NO BURNING OR BURYING IS ALLOWED.
 - CONTRACTOR SHALL COORDINATE THE REMOVAL/RELOCATION OF EXISTING UTILITIES WITH ALL APPLICABLE UTILITY COMPANIES. DEMOLITION AND SUBGRADE PREPARATION SHALL BE PERFORMED IN ACCORDANCE WITH THE SUBSURFACE GEOTECHNICAL REPORT, ENVIRONMENTAL INVESTIGATIONS AND APPLICABLE ARCHITECTURAL SPECIFICATIONS.



A Contours 100' Beyond Site
 Scale: 1" = 50'

LEGEND

BLDG	BUILDING	PVC	POLYVINYL CHLORIDE PIPE
BM	BENCHMARK	R	RADIUS
B/L	BUILDING LINE	RCP	REINFORCED CONCRETE PIPE
CHBS	CHISELED BOX, SET	R/W	RESTRICTED WATERLINE ESMT
CL	CENTERLINE	R/W	RIGHT-OF-WAY
CO	SEWER CLEAN-OUT	SD	STORM DRAIN
CONC	CONCRETE	SDS	STORM DRAIN END SECTION
COR	CORNER	SDHW	STORM DRAIN HEADWALL
EPED	ELECTRIC PEDESTAL	SDIN	STORM DRAIN INLET
ESMT	EASEMENT	SDMH	STORM DRAIN MANHOLE
FH	FIRE HYDRANT	SF	SQUARE FOOT
FL	FLOWLINE	SS	SANITARY SEWER
FLT	FLOWLINE, THROAT	SSMH	SANITARY SEWER MANHOLE
FNC	FENCE	SY	SQUARE YARDS
FND	FOUND	TC	TOP OF CURB
G	GUTTER	TG	TOP OF GRATE
GUY	GUY ANCHOR	TP	TOP OF PAVING
HEP	HORIZONTAL ELLIPTICAL PIPE	TPED	TELEPHONE PEDESTAL
IP	IRON PIN	TR	TOP OF RIM
IPF	IRON PIN, FOUND	WL	WATERLINE
IPS	IRON PIN, SET	WM	WATER METER
MAE	MUTUAL ACCESS ESMT	WMH	WATER MANHOLE
M&M	MEET & MATCH	WV	WATER VALVE
OE	OVERHEAD ELECTRIC	UG	UNDERGROUND GAS LINE
PFE	PIN FLAG, ELECTRIC	UE	UNDERGROUND ELECTRIC
PFT	PIN FLAG, TELEPHONE	UT	UNDERGROUND TELEPHONE
PP	POWER POLE	U/E	UTILITY EASEMENT
PPD	POWER POLE WITH DIP	XFMR	TRANSFORMER

PROJECT DESCRIPTION
 A TRACT OF LAND THAT IS ALL OF PROPOSED LOT ONE (1), BLOCK ONE (1) "BRAUM'S ADDITION", A SUBDIVISION WITHIN THE CITY OF LAWTON, COMANCHE COUNTY, STATE OF OKLAHOMA, ACCORDING TO THE RECORDED REPLAT THEREOF.
 SAID TRACT CONTAINING 65,956.81 SQUARE FEET OR 1.514 ACRES.

CONTACT LIST

TANNER CONSULTING, LLC
 JUSTIN MORGAN
 5323 SOUTH LEWIS AVENUE
 TULSA, OK 74105
 PHONE: (918) 745-9929

SUMMIT UTILITIES
 101 SW H AVE
 LAWTON, OK 73501
 PHONE: (866) 275-5265

CITY OF LAWTON
 TYLER POBIEDZINSKI
 ENGINEERING DEPARTMENT
 212 SW 9th ST
 LAWTON, OK 73501
 PHONE: (580) 581-3375

CITY OF LAWTON
 JOSEPH PAINTER
 ENGINEERING DEPARTMENT
 2202 SW 3rd ST
 LAWTON, OK 73501
 (580) 581-3385

PSO / AEP
 JERRY TRAUGHBER
 PHONE: (580) 581-4280
 EMAIL: JTTRAUGHBER@AEP.COM

AT&T
 BUSINESS SALES DEPARTMENT
 PHONE: 1-800-321-2000

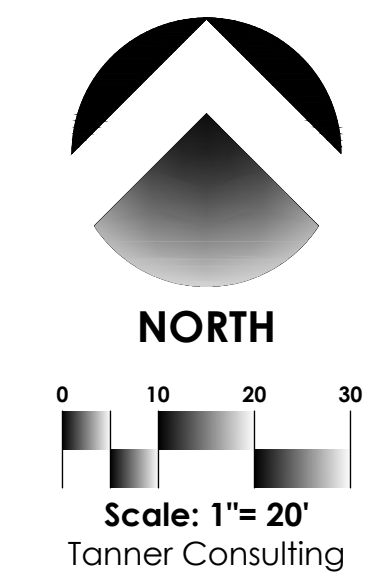
CIVIL SHEET INDEX

SHEET NUMBER - NAME	REVISION DATE
C1 - EXISTING TOPOGRAPHY & DEMOLITION PLAN	06.18.24
C2 - SITE & LAYOUT PLAN	05.13.24
C3 - GRADING & EROSION CONTROL PLAN	05.13.24
C4 - PAVING JOINT PLAN	05.13.24
C5 - UTILITY PLAN	05.13.24
C6 - PROPOSED DRAINAGE AREA PLAN	05.13.24
C7 - PAVING JOINT DETAILS	
C8 - CONSTRUCTION DETAILS	
C9 - EROSION CONTROL DETAILS	05.13.24
C10 - TRAFFIC PAVEMENT IMPROVEMENTS	06.18.24

THE FOLLOWING CURRENT STANDARD DRAWINGS FROM LAWTON WILL BE REQUIRED FOR WORK IN THE ROW:
 STANDARD DETAILS SUBDIVISION STREETS - 1 06.18.24
 STANDARD DETAILS SUBDIVISION STREETS - 2 06.18.24

Record Plans
 TO THE BEST OF MY KNOWLEDGE, FROM THE INFORMATION AVAILABLE, THIS PLAN IS IN SUBSTANTIAL COMPLIANCE WITH FIELD CONSTRUCTION.
 BY: [Signature]
 DATE: 10/28/2024

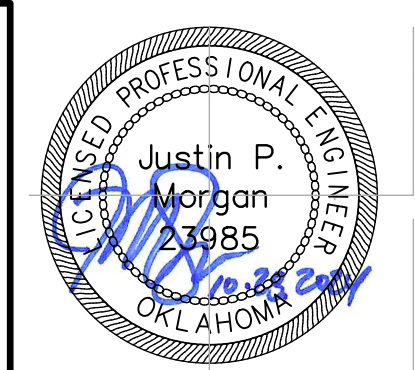
OWNER:
Retail Buildings, Inc.
 3000 NE 63rd Street
 Oklahoma City, Oklahoma 73121
 Phone: (405)478-1656
 Contact: Marcus 'Koty' Foran



Benchmark 1 +
 CHISELED BOX SET ON TOP OF CURB. APPROXIMATELY 125.6' SOUTH & 105.9' WEST FROM THE SOUTHWEST BUILDING CORNER. (464838.25N, 1841507.21E)
 ELEVATION = 1125.86 (NAVD88)

Benchmark 2 +
 CHISELED BOX SET ON TOP OF CURB. APPROXIMATELY 14.6' NORTH & 223.3' WEST FROM THE SOUTHWEST BUILDING CORNER. (464978.42N, 1841389.77E)
 ELEVATION = 1128.21 (NAVD88)

THESE PLANS ARE TO BE REPRODUCED IN COLOR



Tanner Consulting LLC
 CIVIL ENGINEERING | LAND SURVEYING
 LANDSCAPE ARCHITECTURE | PLANNING
 5323 SOUTH LEWIS AVENUE
 TULSA, OKLAHOMA 74105-6539
 OFFICE: 918.745.9929
 www.tannerbaltshop.com
 CERTIFICATE OF AUTHORIZATION NO.
 OK CA 2661 EXP. 6/30/2025



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MILESTONE	DATE
RECORD PLANS	10/28/24

PLOT DATE: 10/28/24

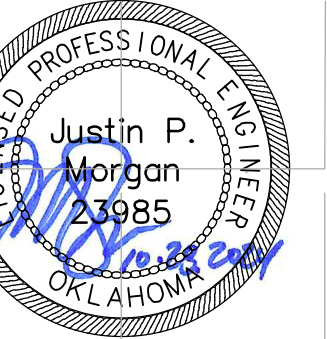
Braum's
Proposed Civil Plans
 151 NW Sheridan Rd
 Lawton, OK 73507

BRAUM'S
 ICE CREAM AND DAIRY STORES

PRODUCERS, PROCESSORS & RETAILERS OF FINE DAIRY PRODUCTS
 P.O. BOX 25429, 3000 N.E. 63RD, OKLAHOMA CITY, OKLAHOMA 73121
 (405) 478-1656

PROJECT: 23244
 ISSUE DATE: 10/28/2024
 ATLAS PAGE NO: N/A
 PLAN SCALE: (H) 1"=20'
 (V) N/A
Existing Topography & Demolition Plan





CIVIL ENGINEERING | LAND SURVEYING | LANDSCAPE ARCHITECTURE | PLANNING



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Table with columns: MILESTONE, DATE. RECORD PLANS, 10/28/24. PLOT DATE: 10/28/24.

Braum's Proposed Civil Plans 151 NW Sheridan Rd Lawton, OK 73507



PROJECT: 23244 ISSUE DATE: 10/28/2024 ATLAS PAGE NO: N/A PLAN SCALE: (H) 1"=20' (V) N/A



LEGEND table listing symbols for ADA accessible route, building, benchmark, building line, etc., and their corresponding descriptions.

- SITE PLAN KEY NOTES # 1. CONCRETE SIDEWALK (RE: DTL B/C8) 2. CONCRETE PAVING TYPE 1 (RE: DTL C/C8) * 3. BRAUM'S STANDARD CONCRETE PAVING TYPE 1 W/ BRICK STAMP PATTERN & INTEGRAL COLOR (DTL B/C8) ... 33. THERMOPLASTIC CROSSWALK BARS (2' WIDE W/ 2' SPACE BETWEEN)

* PAVEMENT AND CURB PLACEMENT ON ROADS SHALL MEET THE MINIMUM CITY REQUIREMENTS.

SITE METRICS

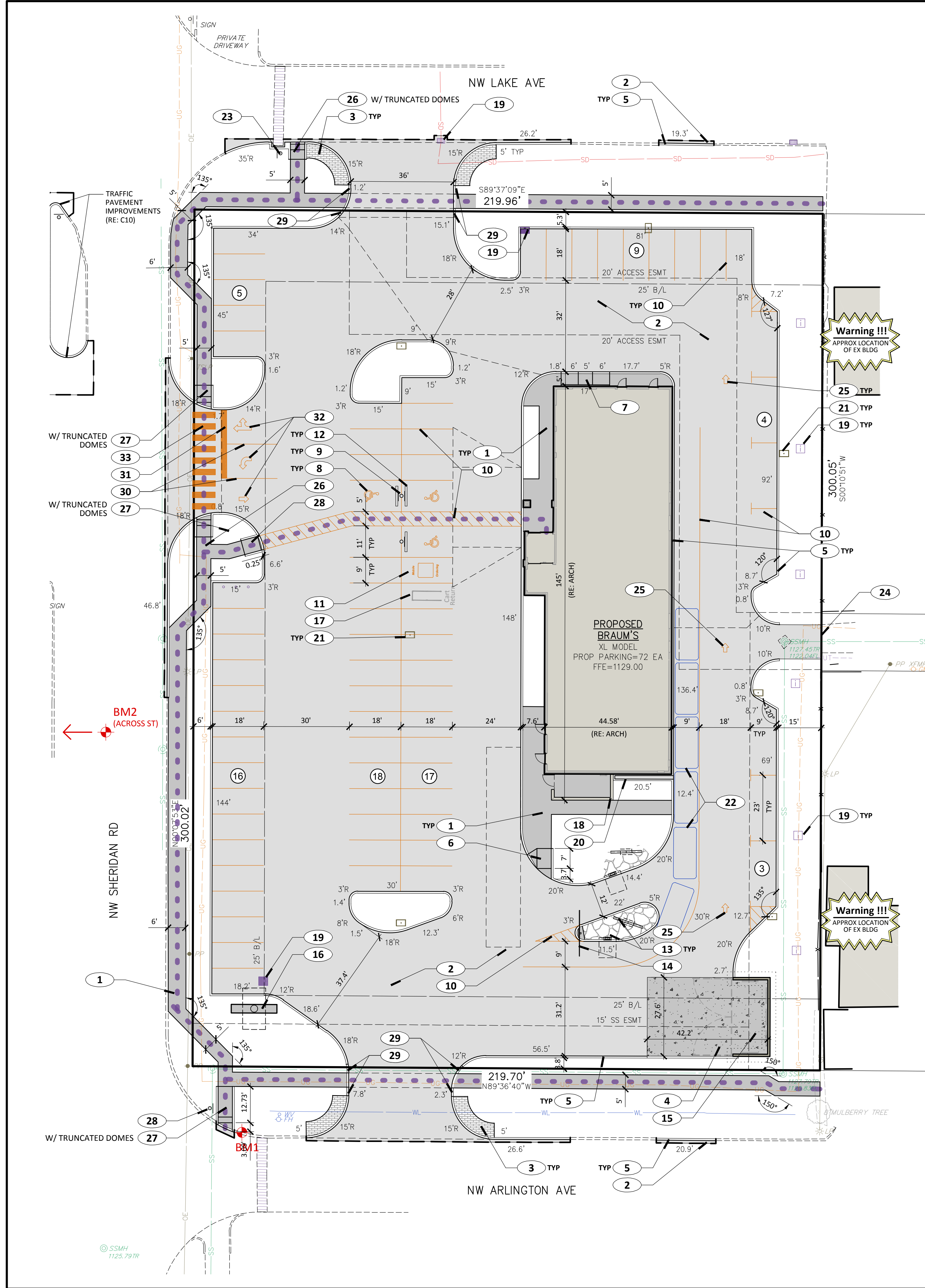
Table with columns: TOTAL, GROSS SITE AREA: 65,957 SF (1.514 AC), PAVED AREA: 47,526 SF (72.1%), BUILDING AREA: 6,067 SF (9.2%), LANDSCAPE AREA: 12,364 SF (18.7%), MINIMUM PARKING REQUIRED: 30 SPACES, TOTAL PARKING PROVIDED: 72 SPACES, ADA ACCESSIBLE PARKING REQUIRED: 3 SPACES, ADA ACCESSIBLE PARKING PROVIDED: 3 SPACES, STACKING SPACES REQUIRED: 6 SPACES, STACKING SPACES PROVIDED: 6 SPACES.

SITE NOTES:

- 1. CONTRACTOR IS RESPONSIBLE FOR CONTACTING LOCAL UNDERGROUND UTILITY SERVICES AND/OR ONE-CALL SYSTEM AT 811 (IN STATE) OR 1-800-522-6543 (OUT-OF-STATE) FOR UTILITY LOCATION AND IDENTIFICATION PRIOR TO COMMENCING ANY CONSTRUCTION ACTIVITIES. CONTRACTOR SHALL BE RESPONSIBLE FOR DAMAGE TO ALL UTILITIES DURING THE INSTALLATION. 2. ALL DIMENSIONS SHOWN HEREON ARE TO FACE OF CURB AND FACE OF BUILDING UNLESS SHOWN OTHERWISE ON PLANS. 3. THE CONTRACTOR SHALL MAINTAIN A TWO FOOT (2') SEPARATION BETWEEN THE GAS LINE CONDUIT AND ALL OTHER CONDUITS. ... 12. SIGN DETAILS AND PERMIT APPLICATION TO BE SUBMITTED SEPARATELY BY SIGN CONTRACTOR.

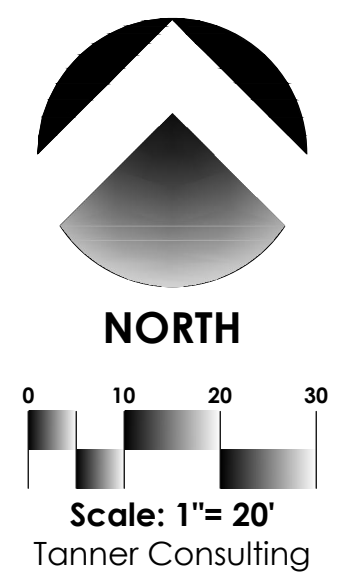
PAVING NOTES

- 1. SUBGRADE SHALL BE FREE OF ALL ORGANIC MATTER, TREATED, AND COMPACTED ACCORDING TO THE PLANS AND SPECIFICATIONS. 2. PAVING CONTRACTOR SHALL INSPECT SUBGRADE PRIOR TO COMMENCING WORK; AND, SHALL REPAIR AREAS WHERE GRADE VARIES MORE THAN 0.1 FEET, WHERE DENSITY IS LESS THAN 95% STANDARD PROCTOR OR WHERE SUBGRADE DRAINAGE IS INADEQUATE, AT THE UNIT PRICE BID FOR FINE GRADING IN THE PROPOSAL. SUBGRADE MODIFICATIONS, WHERE REQUIRED, SHALL NOT COMMENCE UNTIL SUBGRADE REPAIRS HAVE BEEN ACCEPTED BY THE ENGINEER OR OWNER'S REPRESENTATIVE. 3. SEQUENCE OF CONSTRUCTION FOR STABILIZED SUBGRADES SHALL BE BLUE TOP AND FINE GRADE, LIME OR FLY ASH TREAT AND STABILIZE, AND THEN FINAL FINE GRADING. ... 12. THE CONTRACTOR SHALL FURNISH THE FOLLOWING TESTING SERVICES BY A REPUTABLE INDEPENDENT TESTING LABORATORY APPROVED BY THE OWNER'S REPRESENTATIVE: 6.1 FIELD DENSITY TESTS OF EMBANKMENT, SUBGRADE, OR BASE, AT LOCATIONS SPECIFIED BY THE INSPECTOR. ... 12. THE CONTRACTOR SHALL FURNISH CERTIFICATION FROM THE MANUFACTURER THAT ALL MATERIALS MEET APPLICABLE SPECIFICATIONS. COPIES OF MATERIAL CERTIFICATION SHALL BE FURNISHED TO THE DEVELOPER PRIOR TO INSTALLATION OR INCORPORATION OF MATERIAL IN THE WORK. ... 12. THE CONTRACTOR SHALL FURNISH CERTIFICATION FROM THE MANUFACTURER THAT ALL MATERIALS MEET APPLICABLE SPECIFICATIONS. COPIES OF MATERIAL CERTIFICATION SHALL BE FURNISHED TO THE DEVELOPER PRIOR TO INSTALLATION OR INCORPORATION OF MATERIAL IN THE WORK.

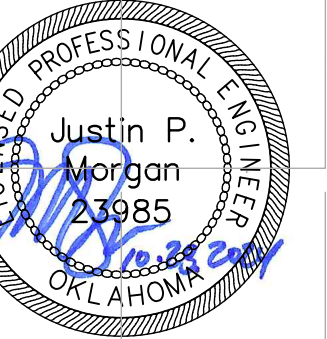


Record Plans TO THE BEST OF MY KNOWLEDGE, FROM THE INFORMATION AVAILABLE, THIS PLAN IS IN SUBSTANTIAL COMPLIANCE WITH FIELD CONSTRUCTION. BY: [Signature] DATE: 10/23/2024

OWNER: Retail Buildings, Inc. 3000 NE 63rd Street Oklahoma City, Oklahoma 73121 Phone: (405)478-1656 Contact: Marcus 'Koty' Foran



THESE PLANS ARE TO BE REPRODUCED IN COLOR



CIVIL ENGINEERING | LAND SURVEYING | LANDSCAPE ARCHITECTURE | PLANNING



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Table with columns: MILESTONE, DATE. RECORD PLANS: 10/28/24. PLOT DATE: 10/28/24.

Braum's Proposed Civil Plans 151 NW Sheridan Rd Lawton, OK 73507



PROJECT: 23244 ISSUE DATE: 10/28/2024 ATLAS PAGE NO: N/A PLAN SCALE: (H) 1"=20' (V) N/A



ADA ACCESSIBILITY NOTES:

- 1. DO NOT EXCEED 1.75% SLOPE IN ANY DIRECTION AT THE ENTRY AND HANDICAP PARKING SPACES TO ALLOW FOR CONSTRUCTION TOLERANCES. ANY CONSTRUCTED SLOPES EXCEEDING 2% MUST BE REPLACED PRIOR TO ACCEPTANCE.
2. DO NOT EXCEED 1.75% CROSS SLOPE ALONG THE HANDICAP ACCESSIBLE ROUTES AND CONCRETE SIDEWALKS TO ALLOW FOR CONSTRUCTION TOLERANCES. ANY CONSTRUCTED SLOPES EXCEEDING 2% MUST BE REPLACED PRIOR TO ACCEPTANCE.
3. ALL WORK MUST MEET APPLICABLE ADA REQUIREMENTS.

GRADING NOTES:

- 1. ALL GRADING SHALL MEET OR EXCEED THE CITY OF LAWTON CONSTRUCTION STANDARDS AND MUNICIPAL POLICY. CONTRACTOR SHALL VERIFY UTILITY LOCATIONS BEFORE EXCAVATING.
2. TOPSOIL SHALL BE STRIPPED TO A DEPTH WHERE SOIL IS FREE OF ROOTS AND VEGETATION.
3. SUBGRADE STABILIZATION SHALL BE AT THE DIRECTION OF THE ENGINEER, OR AS SPECIFIED IN SUBSURFACE GEOTECHNICAL REPORT.
4. CIVIL ENGINEER WILL NOT INTERPRET SOILS REPORTS OR ACCEPT RESPONSIBILITY FOR ALTERNATIVE METHODS PROPOSED BY THE CONTRACTOR.
5. UNDERCUTTING OF SOFT SPOTS AND PLACEMENT OF EARTHWORK IS GOVERNED FIRST BY THE GEOTECHNICAL REPORT. OBSERVATION AND TESTING SHALL BE PERFORMED BY THE GEOTECHNICAL ENGINEER TO VERIFY THAT THE SOFT SPOTS ARE PROPERLY OVEREXCAVATED AND REPLACED OR STABILIZED.
6. CONTRACTOR SHALL PROVIDE WATER AS REQUIRED TO OBTAIN SPECIFIED COMPACTION.
7. STRIPPING, PROOFROLLING, SUBGRADE SCARIFICATION AND COMPACTION, AND FILL CONSTRUCTION IN THE BUILDING AND PAVING AREAS SHALL BE PERFORMED ACCORDING TO THE SUBSURFACE GEOTECHNICAL REPORT. EMBANKMENT BENEATH BUILDING PADS OR FOR PAVING SUBGRADE SHALL BE PLACED IN LIFTS NOT EXCEEDING EIGHT (8) INCHES AND COMPACTED TO A MINIMUM OF 95% STANDARD PROCTOR DENSITY AT OPTIMUM MOISTURE CONTENT, UNLESS OTHERWISE SPECIFIED THEREIN.
8. THE CONTRACTOR IS ULTIMATELY RESPONSIBLE TO IMPORT OR EXPORT MATERIAL AS NECESSARY TO ACHIEVE THE GRADES SHOWN ON THE CIVIL ENGINEER'S DOCUMENTS.
9. THE CONTRACTOR IS RESPONSIBLE FOR RETURNING ALL IN-PLACE FINAL TRIM AREAS TO CONDITION PRIOR TO PLACING TOPSOIL. TOPSOIL SHALL BE PLACED AND ACCEPTED PRIOR TO THE PLACEMENT OF SOD.
10. FINAL GRADES OF ABOVE SURFACE UTILITIES NOT IN PAVED AREAS, INCLUDING BUT NOT LIMITED TO STORM SEWER MANHOLE LIDS, WATER METER LIDS AND SEWER CLEANOUTS, ARE TO BE ADJUSTED BY THE UTILITY CONTRACTOR TO CONFORM TO LANDSCAPING SOD INSTALLATION.
11. TRANSFORMER PADS AND PEDESTALS ARE TO BE LEVEL AND PLUMB.
12. CARE SHALL BE TAKEN TO ADJUST GAS METERS AND MANIFOLDS SO AS TO APPEAR CORRECTLY POSITIONED.
13. GENERAL CONTRACTOR SHALL MONITOR INSTALLATION OF SERVICE PEDESTALS, SHALL ACCEPT THE CONDITION OF THE WORK BY OTHERS, AND SHALL BE RESPONSIBLE TO EMPLOY CONTRACTORS AS NECESSARY TO CORRECT POOR WORKMANSHIP.
14. PAVING CONTRACTOR IS RESPONSIBLE TO REVIEW ALL FIELD ESTABLISHED GRADES PRIOR TO PLACEMENT OF MATERIALS SO AS TO PROVIDE POSITIVE DRAINAGE IN ALL CASES.
15. CORRECTIVE MEASURES DIRECTED BY THE ENGINEER MAY INCLUDE COMPLETE REMOVAL AND REPLACEMENT AT NO COST TO OWNER IN CASES OF POOR WORKMANSHIP OR UNSATISFACTORY IN-PLACE CONDITIONS.
16. CONTRACTOR SHALL COORDINATE AND PROVIDE ALL STAKING NECESSARY TO INSTALL CONDUITS SUFFICIENT FOR UTILITY AND IRRIGATION SERVICES WHETHER OR NOT SHOWN ON THE CIVIL ENGINEER'S PLANS.
17. CONTRACTOR SHALL BE OBLIGATED TO KEEP DUST AT A MINIMUM AS REQUIRED BY CITY ENGINEER.
18. CONTRACTOR AND ALL RELATED CONSTRUCTION ACTIVITIES WILL BE REQUIRED TO MAINTAIN NORMAL WORKING HOURS IF SIGNIFICANT PUBLIC REQUEST ARE MADE TO THE CITY TO THIS REGARD.
19. CONTRACTOR AND ALL RELATED CONSTRUCTION ACTIVITIES ARE REQUIRED TO MAINTAIN NORMAL NOISE LEVELS AND ALL EQUIPMENT AND VEHICLES ARE REQUIRED TO BE PROPERLY MUFFLED.
20. SITE GRADING IS EXPECTED TO BE PERFORMED IN A MANNER CONSISTENT WITH THE STORM WATER POLLUTION PREVENTION PLAN (SWP3).

BACKFILLING NOTES (PRIOR TO LANDSCAPE INSTALLATION):

- 1. THE SUBGRADE FOR ALL LAWN AREAS, EXCLUDING PLANT BED AREAS, SHALL BE BROUGHT TO WITHIN 0.1 FEET OF FINAL GRADES. ALL GRADING WILL ENSURE THAT THE SURFACE IS REASONABLY SMOOTH, FREE OF ALL CONSTRUCTION DEBRIS OF ANY KIND WHATSOEVER WITHOUT IRREGULAR SURFACE CHANGES.
2. IF DURING CONSTRUCTION, LANDSCAPE AREAS SETTLE BECAUSE OF TRAFFIC, RAINFALL OR STORAGE LOADING OR UNLOADING, THE GENERAL CONTRACTOR WILL REGRADE ALL LANDSCAPE AREAS TO WITHIN 0.1 FEET OF FINAL GRADE.
3. THE FINAL 0.1 FEET OF GRADING WILL BE DONE BY THE LANDSCAPE CONTRACTOR.
4. ALL LANDSCAPE BEDS WILL BE FREE OF ALL CONSTRUCTION DEBRIS, INCLUDING BUT NOT LIMITED TO, THE FOLLOWING: PAINT, WOOD, CONCRETE, STONE, BRICK AND ROCKS. THE GENERAL CONTRACTOR WILL BRING THE SUBGRADE IN THE LANDSCAPE BEDS TO WITHIN 0.5 FEET OF FINAL GRADE.

EROSION CONTROL NOTES

- 1. ALL EROSION CONTROL SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE CURRENT CITY STANDARD CONSTRUCTION SPECIFICATIONS.
2. ALL EROSION CONTROL CONSTRUCTION SHALL BE INSPECTED BY THE CITY ENGINEERING SERVICES INSPECTORS, IN ACCORDANCE WITH CITY POLICY.
3. EROSION CONTROL SHALL START WITH INITIAL CONSTRUCTION AND BE PRACTICED THROUGHOUT THE PROJECT.
4. SILT FENCES SHALL BE CONSTRUCTED ADJACENT TO ALL DRAINAGE-WAYS, AND IN ALL AREAS THAT WILL ERODE INTO THE STORM SEWER SYSTEM.
5. WHERE CONSTRUCTION ACTIVITY TEMPORARILY CEASES FOR 14 DAYS, THE DISTURBED AREAS SHALL BE STABILIZED WITH SEED AND MULCH.
6. THE CONTRACTOR SHALL RE SEED ALL AREAS DISTURBED DURING CONSTRUCTION AND CONTRACTOR SHALL BE RESPONSIBLE FOR SEEDING AREAS UNTIL GROWTH IS ESTABLISHED TO A UNIFORM HEIGHT OF TWO (2) INCHES.
7. THERE ARE NO OFFSITE MATERIAL, WASTE, BORROW, OR EQUIPMENT STORAGE AREAS.

LEGEND

- BW BASE OF WALL (FINISH GRADE)
EX EXISTING GROUND
FFE FINISH FLOOR ELEVATION
FG FINISH GRADE
FL FLOWLINE
G GUTTER
HP HIGH POINT
HT HEIGHT
M&M MEET & MATCH
P/MT PAVEMENT
RE REFER
S TOP OF SIDEWALK
SHT SHEET
TC TOP OF CURB
TG TOP OF GRATE
TOE TOE OF BANK
TOP TOP OF BANK
TP TOP OF PAVEMENT
TR TOP OF RIM
TW TOP OF WALL (FINISH GRADE)

- #--- PROPOSED CONTOURS
---#--- DOWNWARD SLOPE DIRECTION
---#--- ADA ACCESSIBLE SURFACES

(#####) INTERPOLATED EXISTING ELEVATION (FIELD VERIFY)

*ELEVATION LABELS ON THE PLAN ARE ABBREVIATED TO THE TEN DIGITS.

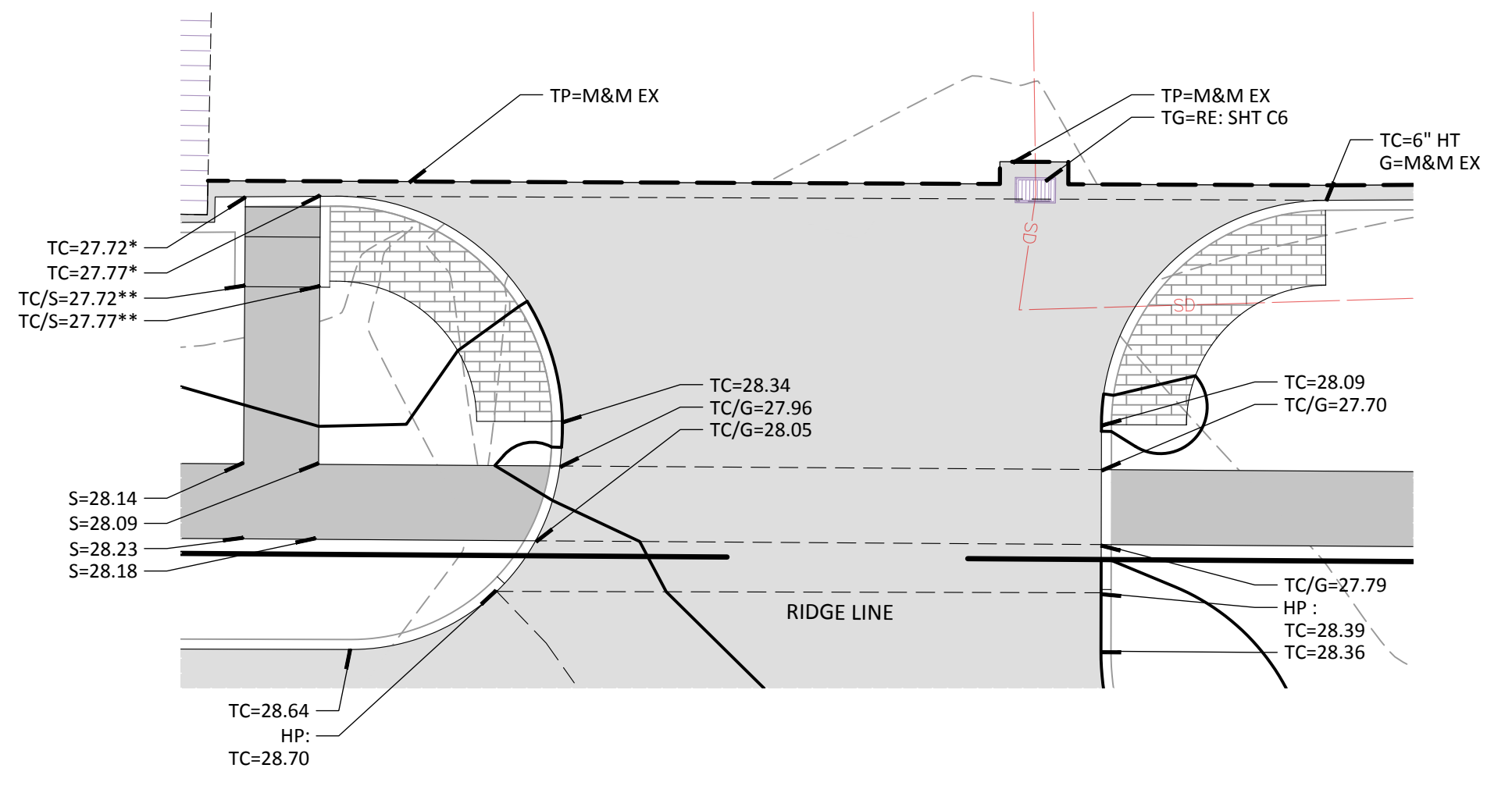
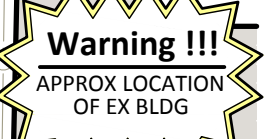
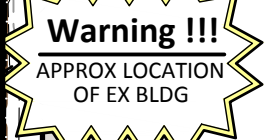
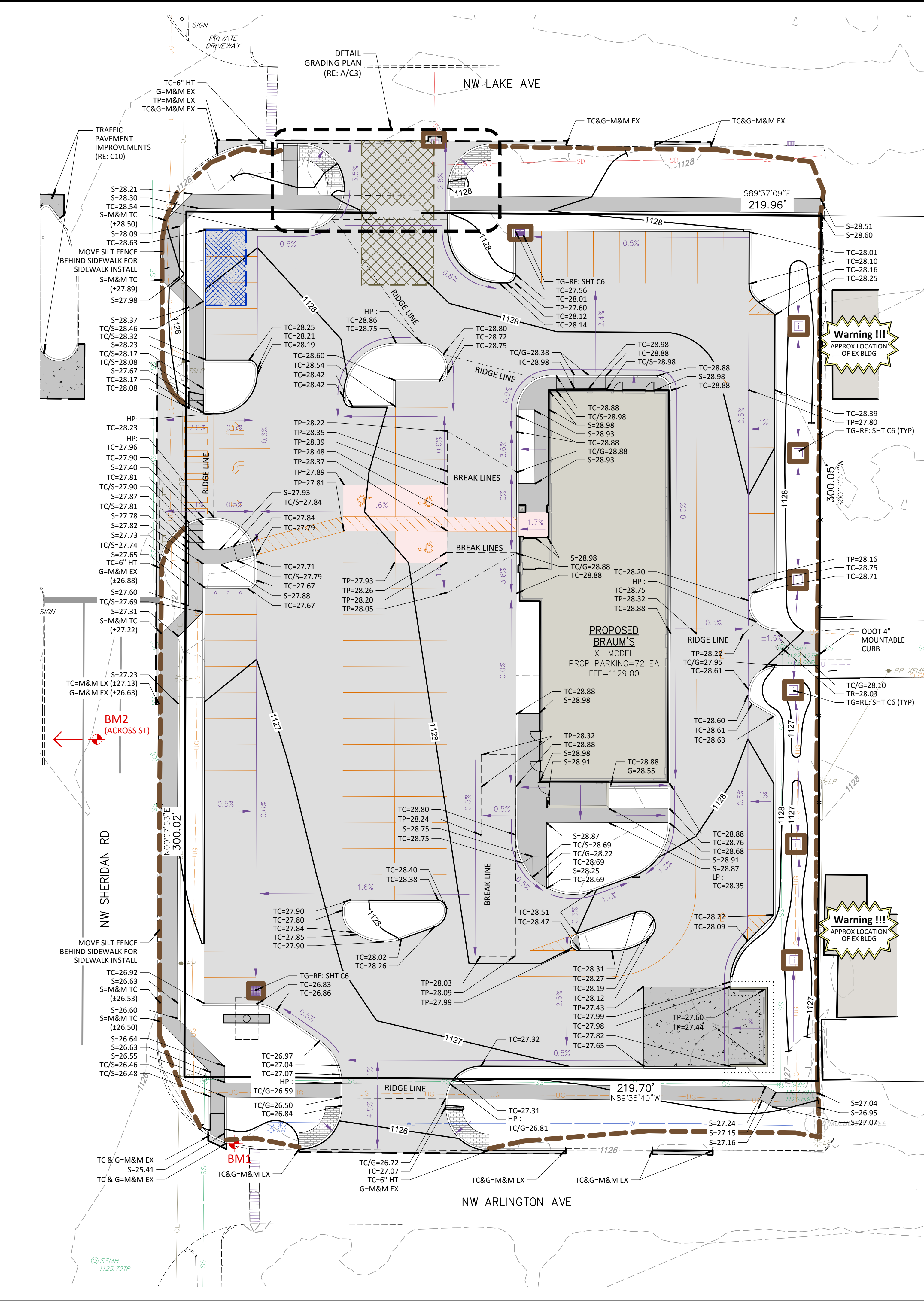
EROSION CONTROL LEGEND

- INLET PROTECTION (RE: DTL B/C9)
SILT FENCE (RE: DTL C/C9)
50'x25' STABILIZED CONSTRUCTION ENTRANCE/CROSSING (RE: DTL A/C9)
CONCRETE WASHOUT (RE: DTL D/C9)

SITE METRICS

GROSS SITE AREA: 65,957 SF (1.514 AC)
ON-SITE AREA OF DISTURBANCE: 65,957 SF (1.197 AC)
TOTAL AREA OF DISTURBANCE: 76,748 SF (1.762 AC)

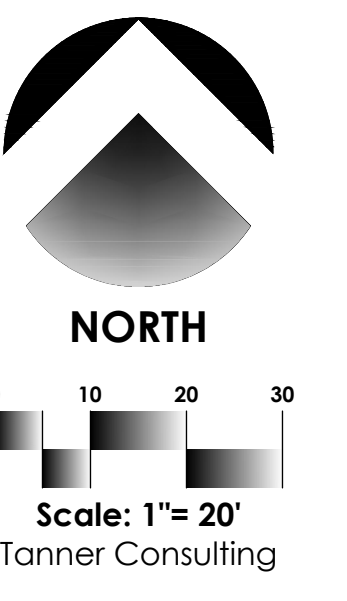
*QUANTITY INCLUDES AREAS TO BE DISTURBED FOR PROPOSED DRIVEWAY IMPROVEMENTS AND PROPOSED STORM SEWER IMPROVEMENTS IN THE RIGHT-OF-WAY.



* G SHALL MATCH EX GUTTER ELEVATION. CURB HEIGHT SHALL BE 6".
** ADJUST CURB RAMP LENGTH & ELEVATIONS AS NEEDED SO LONGITUDINAL SLOPE DOES NOT EXCEED 12:1.

A Detail Grading Plan

Scale: 1" = 10'



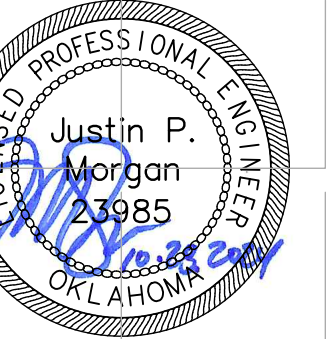
THESE PLANS ARE TO BE REPRODUCED IN COLOR

Record Plans
TO THE BEST OF MY KNOWLEDGE, FROM THE INFORMATION AVAILABLE, THIS PLAN IS IN SUBSTANTIAL COMPLIANCE WITH FIELD CONSTRUCTION.
BY: [Signature]
DATE: 10/28/2024

OWNER: Retail Buildings, Inc.
3000 NE 63rd Street
Oklahoma City, Oklahoma 73121
Phone: (405)478-1656
Contact: Marcus 'Koty' Foran

Benchmark 1
CHISELED BOX SET ON TOP OF CURB. APPROXIMATELY 125.6' SOUTH & 105.9' WEST FROM THE SOUTHWEST BUILDING CORNER. (464838.25N, 1841507.21E)
ELEVATION = 1125.86 (NAVD88)
Benchmark 2
CHISELED BOX SET ON TOP OF CURB. APPROXIMATELY 14.6' NORTH & 223.3' WEST FROM THE SOUTHWEST BUILDING CORNER. (464978.42N, 1841389.77E)
ELEVATION = 1128.21 (NAVD88)

P:\2023\23244\CIVIL\23244\06.DWG, C3, 10/28/2024, 3:24:35 PM, SERGINSON, H, TANNER CONSULTING, LLC, OK, CA, 2661 EIP 6/30/2025



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www.tannerboltshop.com
CERTIFICATE OF AUTHORIZATION NO.
OK CA 2661 EXP: 6/30/2025



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MILESTONE	DATE
RECORD PLANS	10/28/24

PLOT DATE: 10/28/24

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Proposed Civil Plans
151 NW Sheridan Rd
Lawton, OK 73507

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ICE CREAM AND DAIRY STORES
PRODUCERS, PROCESSORS & RETAILERS OF FINE DAIRY PRODUCTS
P.O. BOX 25429, 3000 N.E. 63RD, OKLAHOMA CITY, OKLAHOMA 73121
(405) 478-1656

PROJECT: 23244
ISSUE DATE: 10/28/2024
ATLAS PAGE NO: N/A
PLAN SCALE: (H) 1"=20'
(V) N/A

Paving Joint Plan

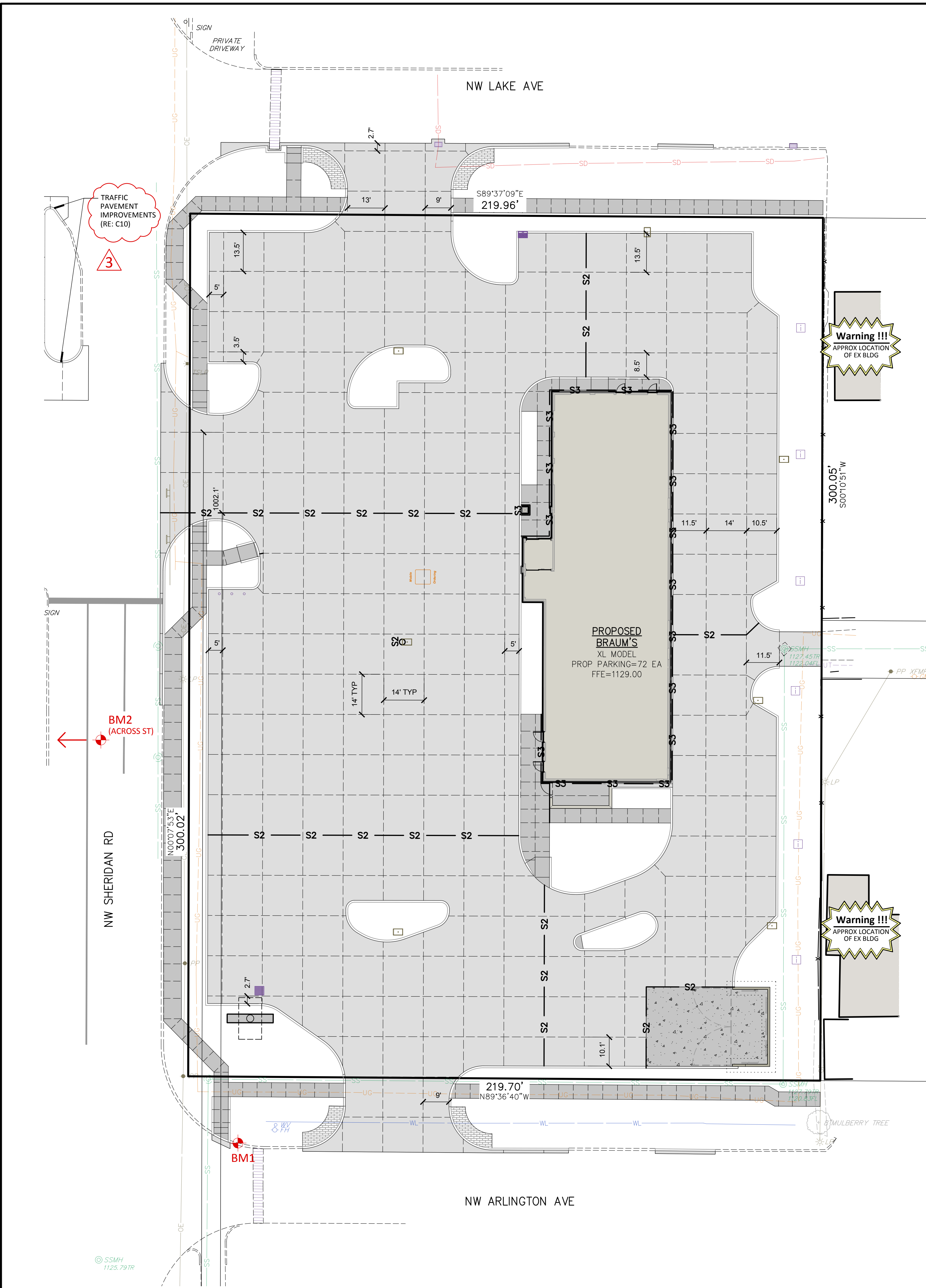
C4

PAVING JOINT LAYOUT LEGEND

- SAWCUT JOINT (RE: DTL A/C7 & B/C7)
- S2 — EXPANSION JOINT W/ DOWELS (TYPE S-2) THICKENED EDGE (RE: DTL A/C7 & B/C7) ABUTTING THICKENED EDGE
- S3 — EXPANSION JOINT (TYPE S-3) THICKENED EDGE ABUTTING NEW STRUCTURE (RE: DTL A/C7 & B/C7)

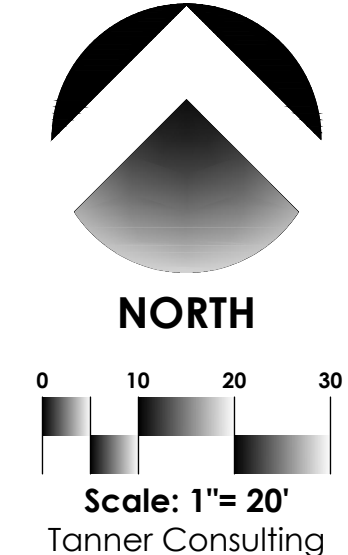
LEGEND

- EXISTING PAVEMENT
- C&G CURB & GUTTER
- CO SEWER CLEAN-OUT
- CHBS CHISELED BOX SET
- CHXF CHISELED X FOUND
- DTL DETAIL
- FEE FINISHED FLOOR ELEVATION
- ESMT EASEMENT
- FH FIRE HYDRANT
- IPF IRON PIN FOUND
- MKR MARKER
- ONG OKLAHOMA NATURAL GAS
- OE OVERHEAD ELECTRIC
- PP POWER POLE
- R RADIUS
- ROW RIGHT OF WAY
- SDMH STORM DRAIN MANHOLE
- SS SANITARY SEWER
- SD STORM DRAIN
- TMH TELEPHONE MANHOLE
- TOE TOE OF BANK
- TOP TOP OF BANK
- TYP TYPICAL
- UG UNDERGROUND GAS LINE
- UE UNDERGROUND ELECTRIC
- UT UNDERGROUND TELEPHONE
- U/E UTILITY EASEMENT
- WL WATER LINE
- WM WATER METER
- WV WATER VALVE
- SI STORM INLET
- ☐ PARKING LUMINAIRES

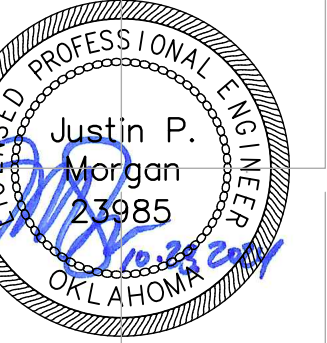


Record Plans
TO THE BEST OF MY KNOWLEDGE, FROM THE INFORMATION AVAILABLE, THIS PLAN IS IN SUBSTANTIAL COMPLIANCE WITH FIELD CONSTRUCTION.
BY: *MJM*
DATE: 10/28/2024

OWNER:
Retail Buildings, Inc.
3000 NE 63rd Street
Oklahoma City, Oklahoma 73121
Phone: (405)478-1656
Contact: Marcus 'Koty' Foran



THESE PLANS ARE TO BE REPRODUCED IN COLOR



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DATE	REVISION
10/28/24	RECORD PLANS

PLOT DATE: 10/28/24

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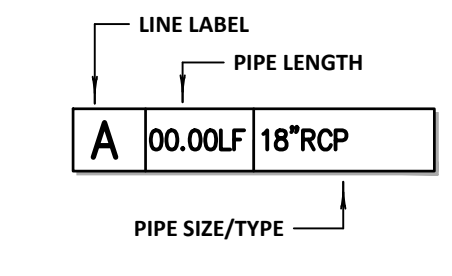
PLAN SCALE: (H) 1"=20'
(V) N/A

Proposed Drainage Area Plan

C6

STORM & DRAINAGE LEGEND

- A** PROPOSED DRAINAGE AREA LABEL
- PROPOSED DRAINAGE AREA LIMITS
- DRAINAGE AREA FLOW PATH
- PROPOSED INLET LOCATION
- PROPOSED STORM PIPE LOCATION
- PROPOSED INFLOW STRUCTURE
- EXISTING INFLOW STRUCTURE



- HP STORM POLYPROPYLENE PIPE
- HDPE HIGH DENSITY POLYETHYLENE PIPE
- HEP HORIZONTAL ELLIPTICAL PIPE
- PVC POLYVINYL CHLORIDE PIPE
- RCB REINFORCED CONCRETE BOX
- RCP REINFORCED CONCRETE PIPE

DETENTION NOTES

- REFER TO APPROVED HYDROLOGY AND DETENTION REPORT FOR SOUTHRIDGE EAST SECOND ADDITION DETENTION POND DATED 28 JANUARY 2020 PUT TOGETHER BY TANNER CONSULTING.

RATIONAL METHOD SUMMARY TABLE

AREA BASIN	D.A. (ACRES)	C	REACH (FEET)	SURFACE TYPE	AVG. SLOPE (%)	AVG. VELOCITY (FPS)	TIME (MIN) *	LOCAL I100 (IN/HR) *	LOCAL FLOW Q100 (CFS)	TOTAL FLOW (CFS)	DEPTH (FEET)	INLET LABEL	NOTES
Aa	1.06	0.90	360	PAVED	0.69	1.69	3.56	10.5	10.02	12.38	0.41	Aa	NYLOPLAST 36" CATCH BASIN & 3x3 ROAD & HWY H-20 ***
Ab	0.25	0.90	237	PAVED	0.55	1.55	2.55	10.5	2.36	2.36	0.21	Ab	NYLOPLAST 18" CATCH BASIN & 2x2 CURB FRAME & HOOD H-20 ***
Ba	0.05	0.35	-	LAWN	-	-	-	10.5	0.18	0.40	-	**	LANDSCAPE DRAINAGE - NDS CATCH BASINS & ATRIUM GRATES
Bb	0.06	0.35	-	LAWN	-	-	-	10.5	0.22	0.22	-	**	LANDSCAPE DRAINAGE - NDS CATCH BASINS & ATRIUM GRATES

- * TIMES OF CONCENTRATION SHOWN HEREON ARE FROM CITY OF LAWTON STORMWATER DRAINAGE POLICY DOCUMENT (JULY 2007) FOR 5 MINUTE DURATION & 100 YEAR INTERVAL.
- ** DRAINAGE BASIN HAS THREE (3) NDS 12"x12" CATCH BASINS.
- *** INLETS SHALL BE INSTALLED WITH ADS FLEXSTORM PURE INLET FILTER FOR PERMANENT INLET PROTECTION.

Peak Discharge Summary

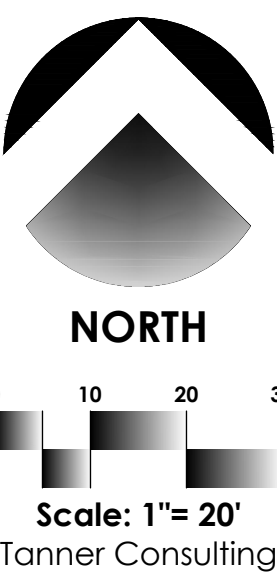
Event Recurrence	10 Year	25 Year	50 Year	100 Year	500 Year
Ex Leave	7.08	9.22	11.02	12.94	17.89
Prop Leave	5.87	8.08	8.68	9.52	14.65
Flow Reduction(CFS)	-1.2	-1.1	-2.3	-3.4	-3.2

Record Plans

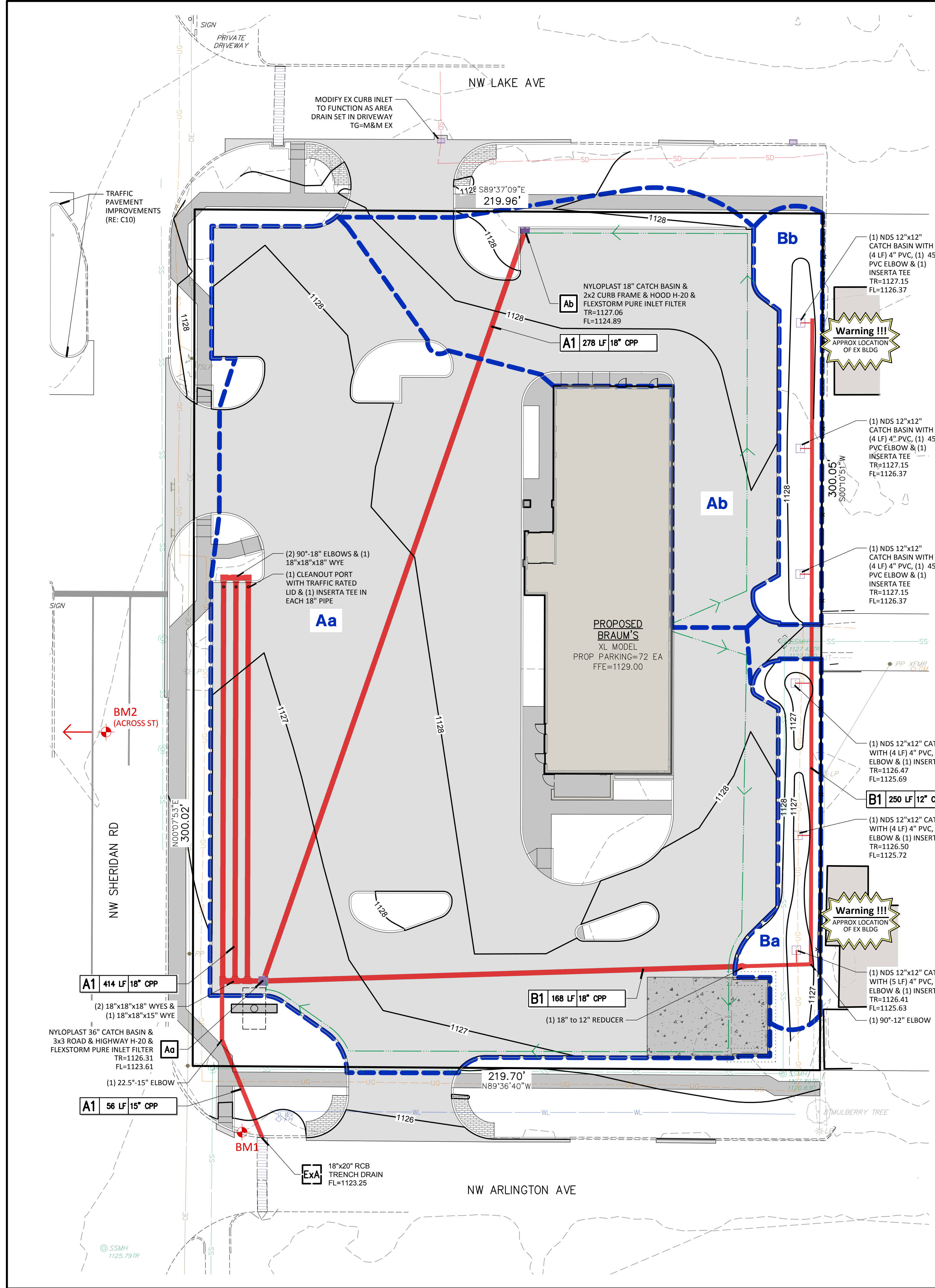
TO THE BEST OF MY KNOWLEDGE, FROM THE INFORMATION AVAILABLE, THIS PLAN IS IN SUBSTANTIAL COMPLIANCE WITH FIELD CONSTRUCTION.

BY: *[Signature]*
DATE: 10/28/2024

OWNER:
Retail Buildings, Inc.
3000 NE 63rd Street
Oklahoma City, Oklahoma 73121
Phone: (405)478-1656
Contact: Marcus 'Koty' Foran



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P:\2023\23244\CIVIL\23244-00A-DWG_C6_10/28/2024_2:27:09 PM, ARDINSON, I.I. TANNER CONSULTING, LLC., OK, CA 2661 EXP 6/30/2025

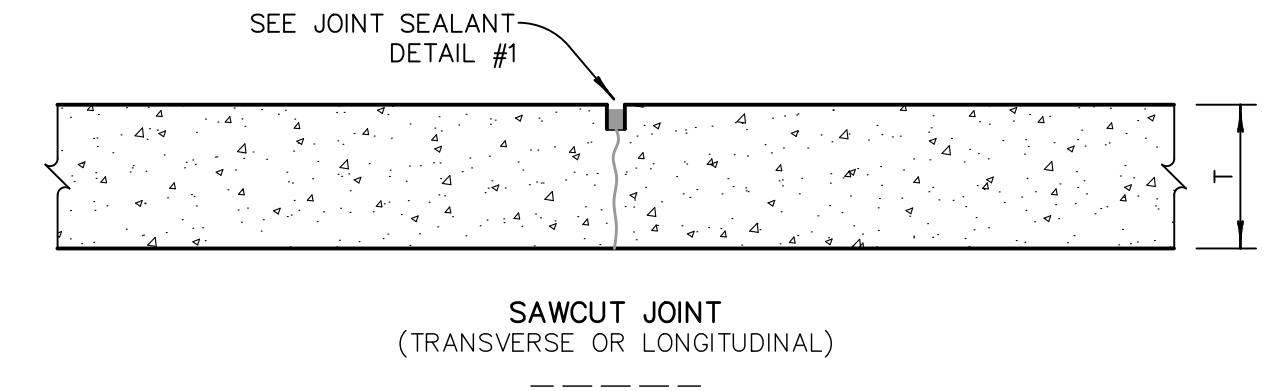
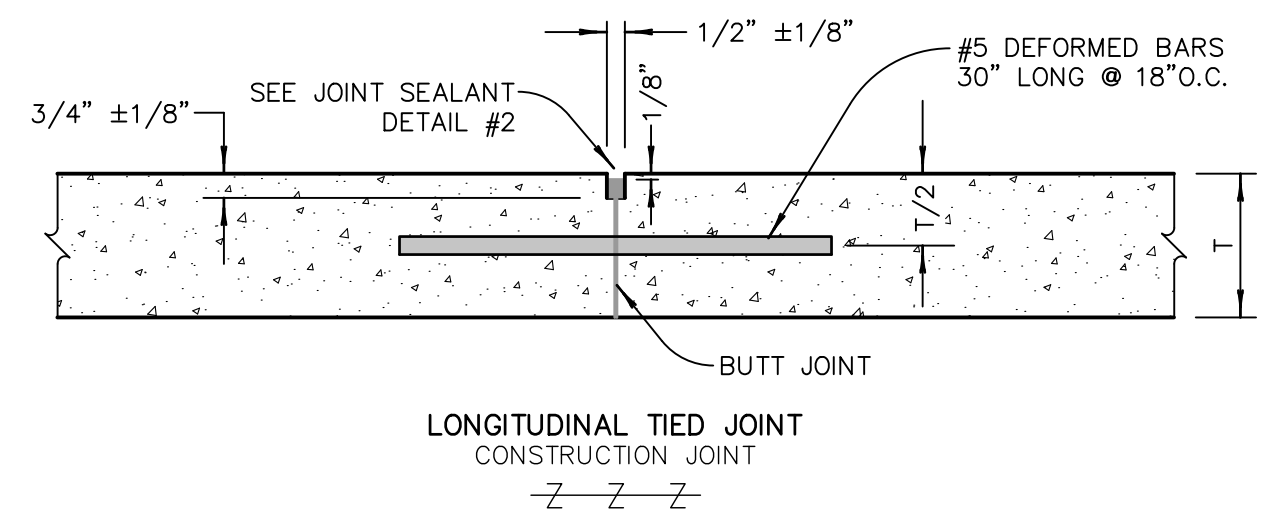
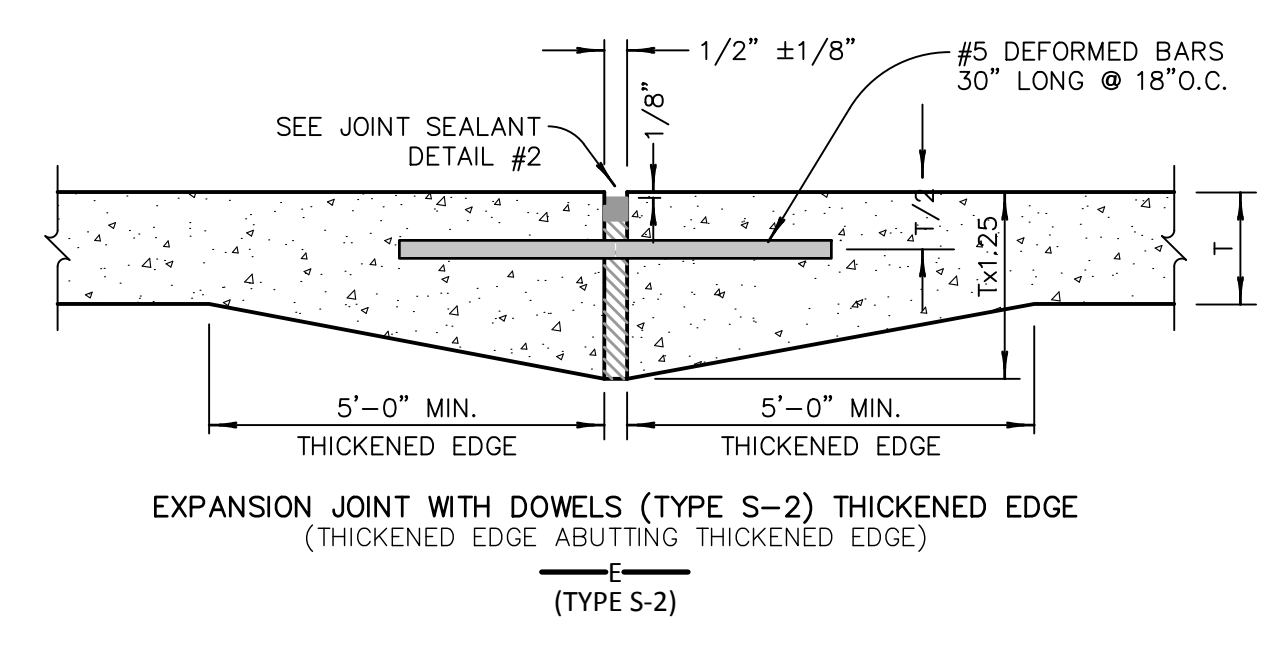
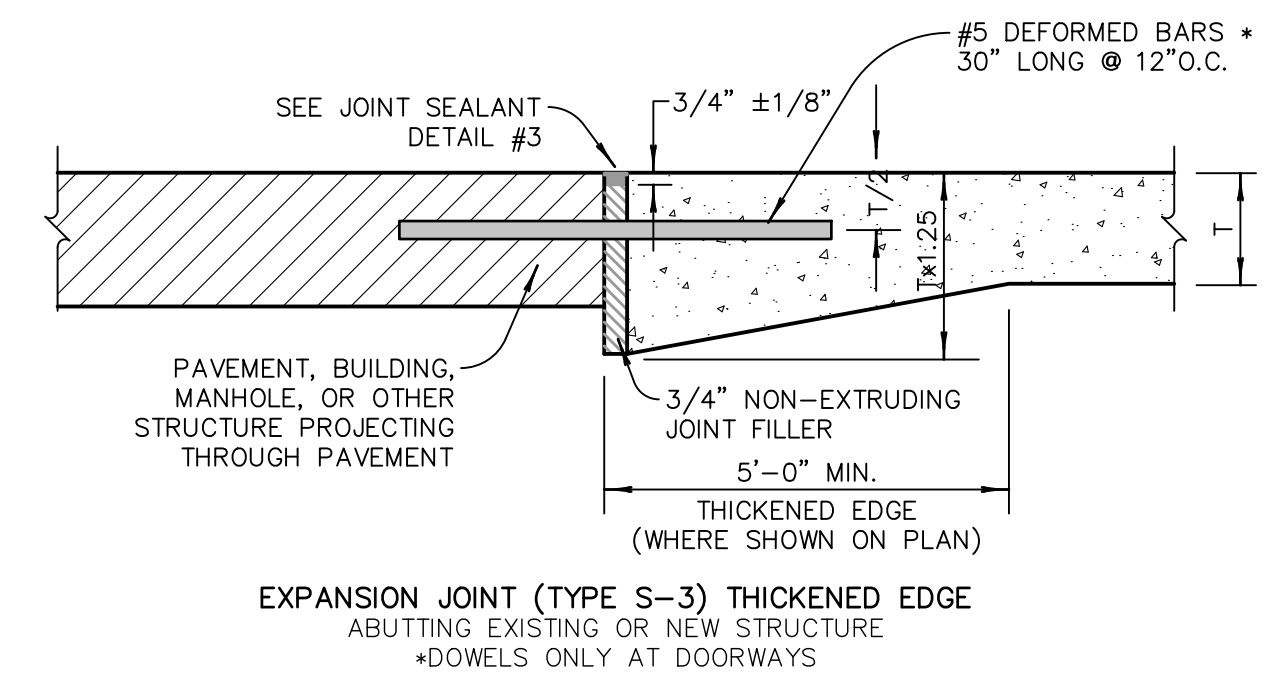
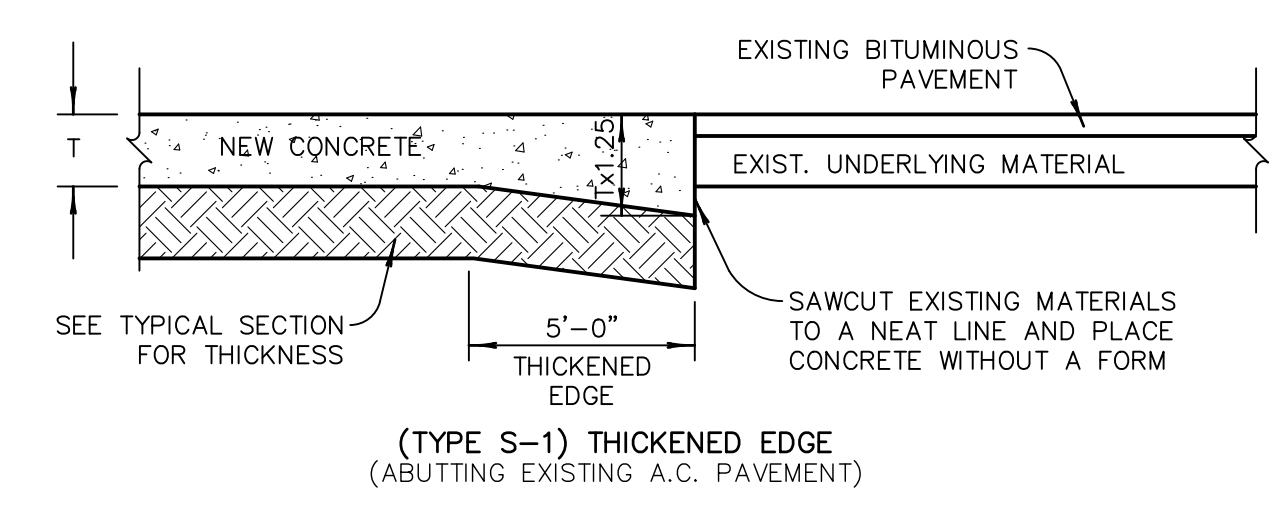


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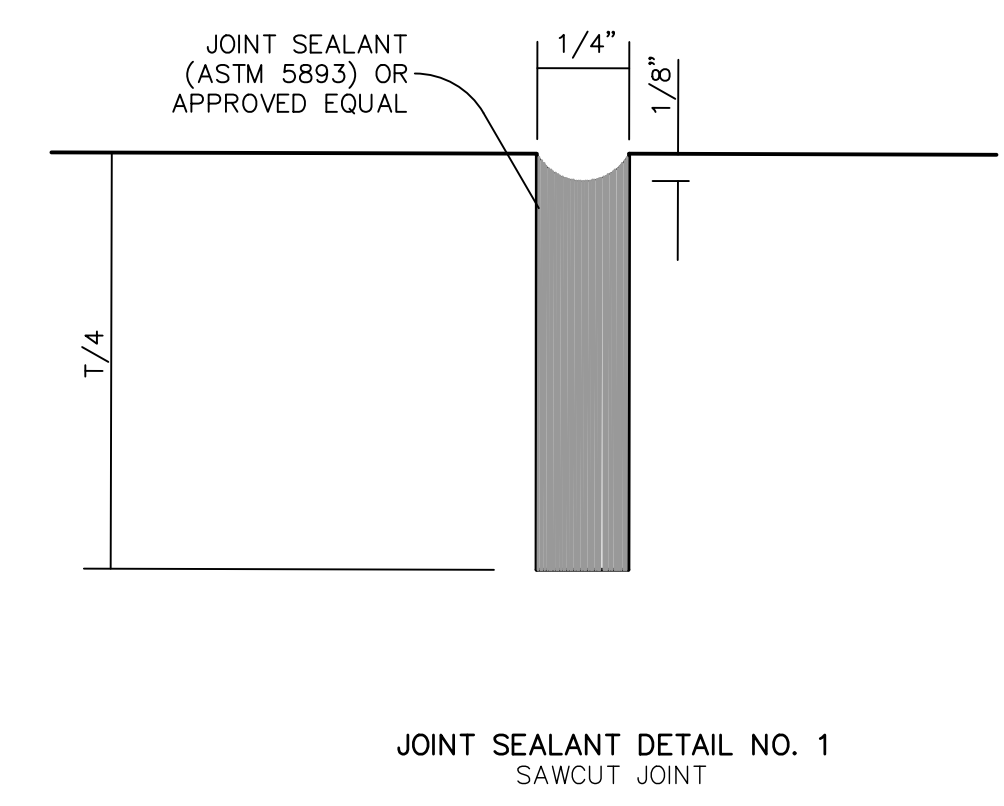
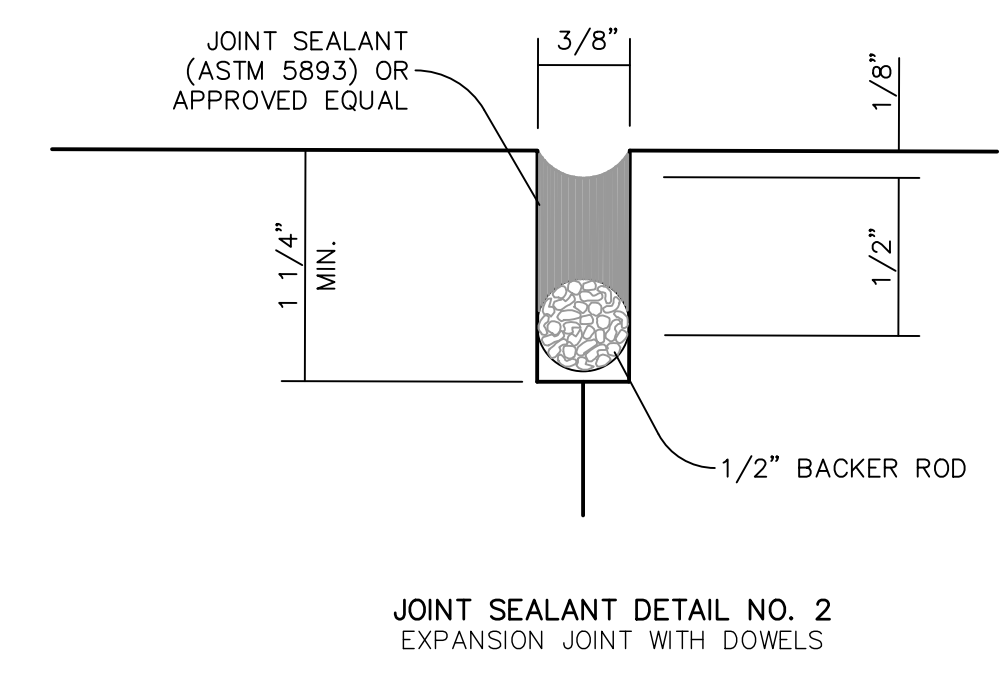
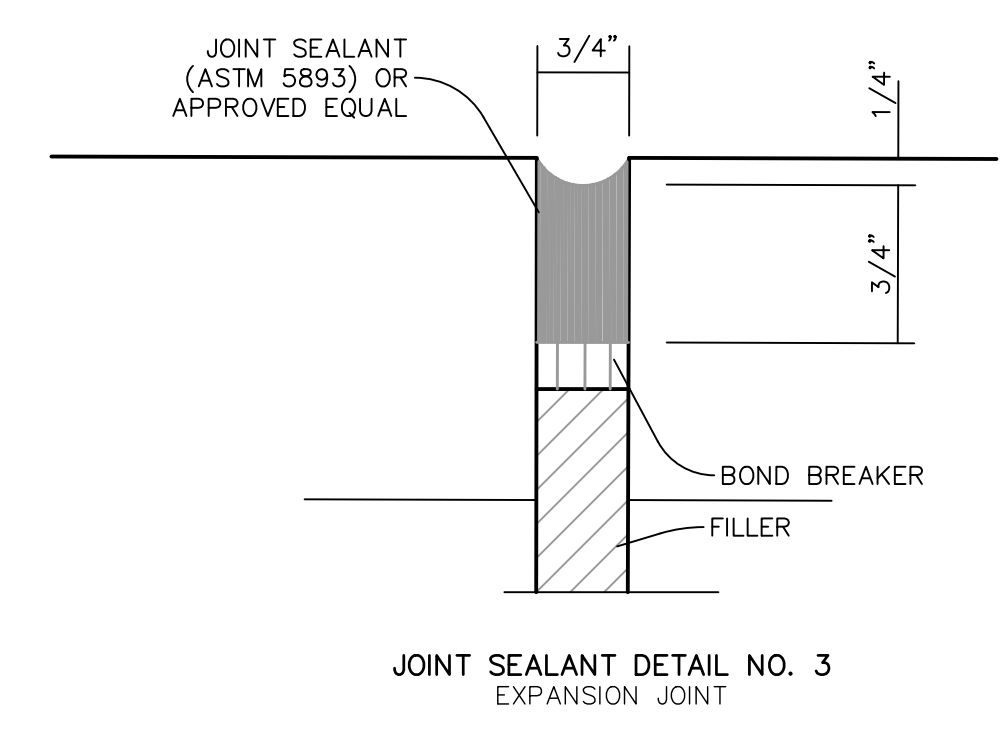
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MILESTONE	DATE
RECORD PLANS	10/28/24
PLOT DATE:	10/28/24



A Pavement Edges & Joint Details

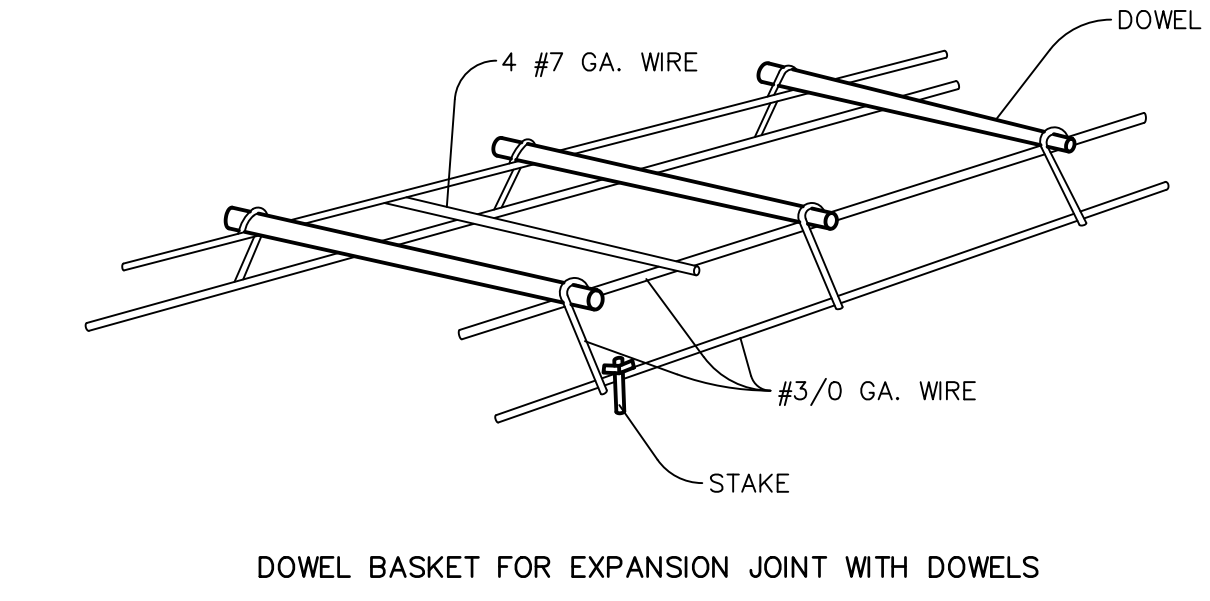
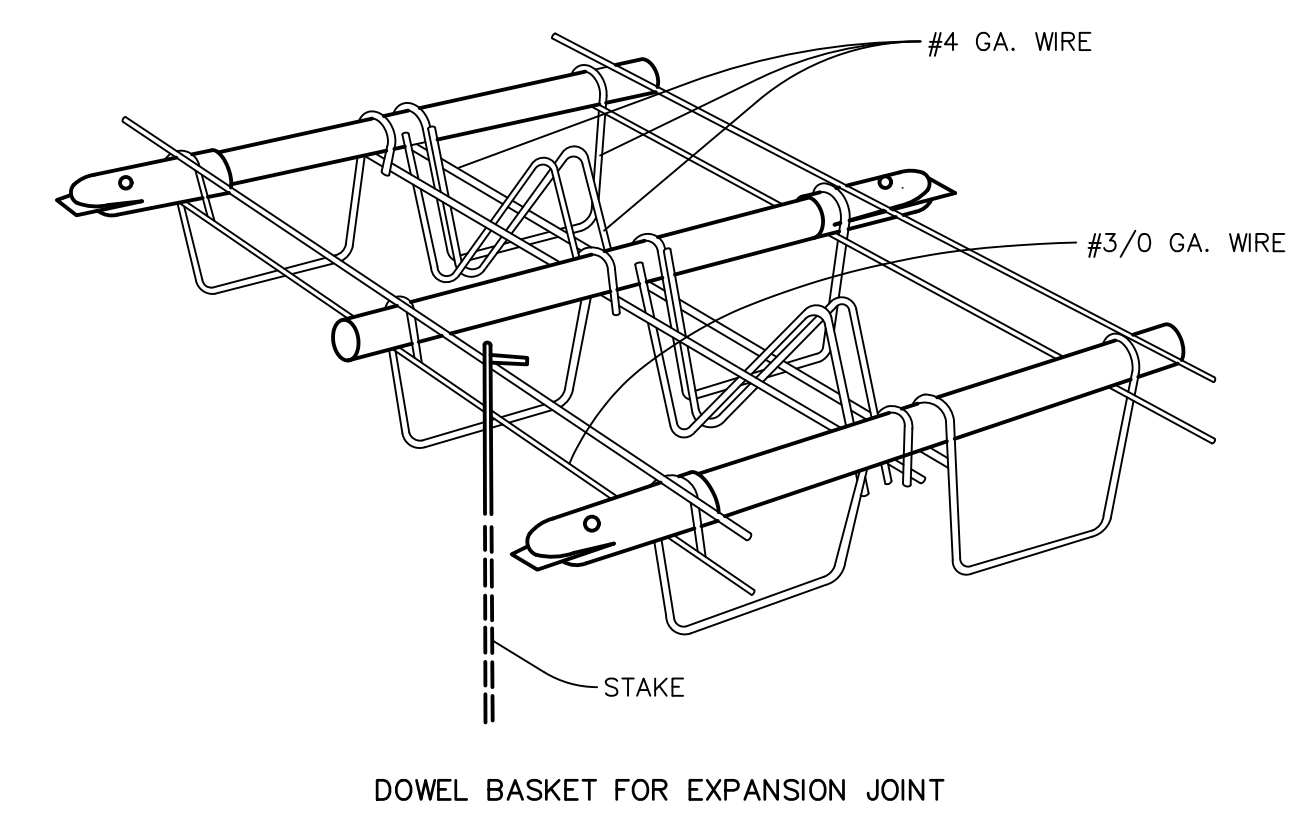
Scale: NONE



NOTES:
 1. ABOVE SEALANT RESERVOIR DIMENSIONS ARE APPROXIMATE. MANUFACTURER RECOMMENDED RESERVOIR DIMENSIONS SHALL BE USED.
 2. ALL JOINT SEALING MATERIALS AND METHODS SHALL BE APPROVED PRIOR TO USAGE.

B Joint Sealant Details

Scale: NONE



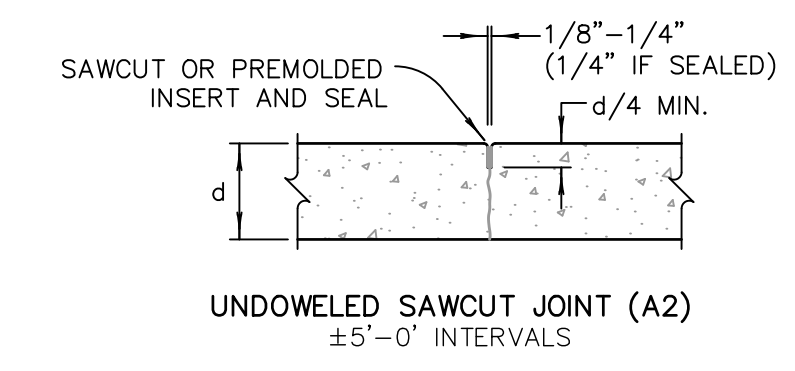
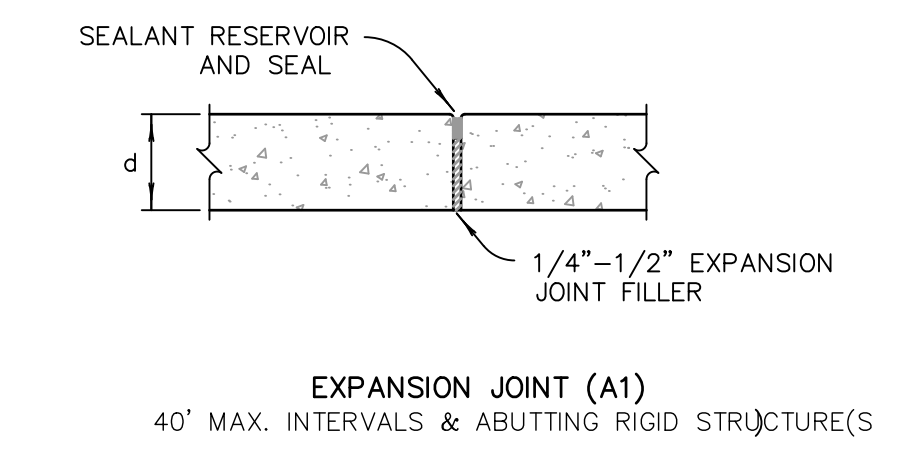
DOWEL DATA CHART

PAVEMENT THICKNESS IN.	MINIMUM DOWEL LENGTH IN.	MAXIMUM DOWEL SPACING IN.	DOWEL DIAMETER AND TYPE
< 8"	16"	12"	3/4-IN. DOWEL

WHEN DOWELING INTO EXISTING PAVEMENT, DOWEL SHALL BE AT CENTER OF THINNEST CONCRETE SECTION

C Dowel Basket Details

Scale: NONE



D Sidewalk Joint Details

Scale: NONE

Record Plans
 TO THE BEST OF MY KNOWLEDGE, FROM THE INFORMATION AVAILABLE, THIS PLAN IS IN SUBSTANTIAL COMPLIANCE WITH FIELD CONSTRUCTION.
 BY: *[Signature]*
 DATE: 10/23/2024

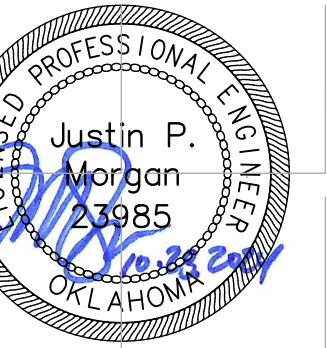
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 (405) 478-1656

PROJECT: 23244
 ISSUE DATE: 10/28/2024
 ATLAS PAGE NO: N/A

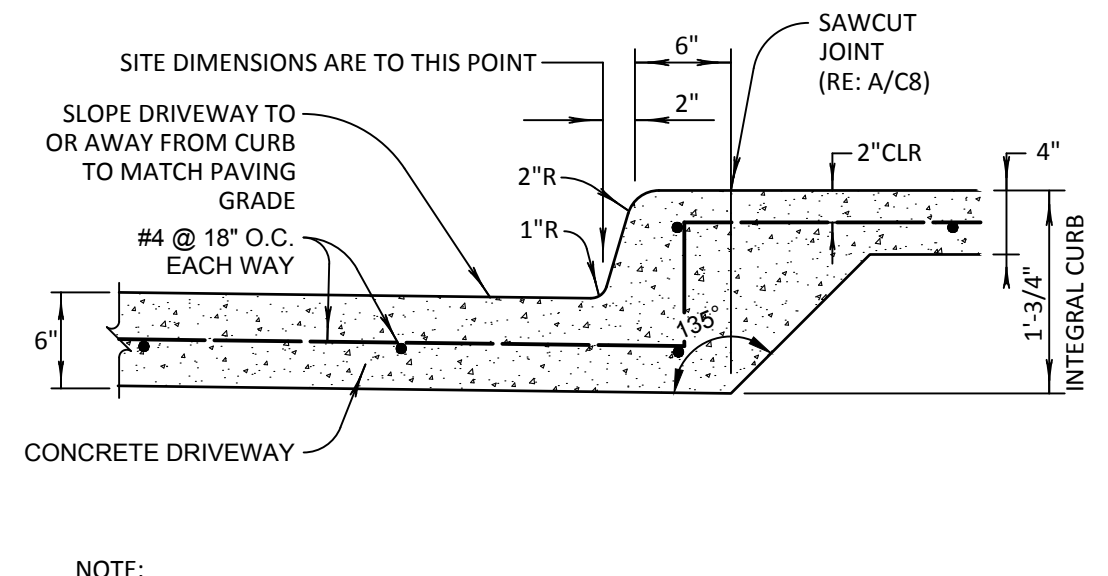
PLAN SCALE: (H)
 (V)
Paving Joint Details



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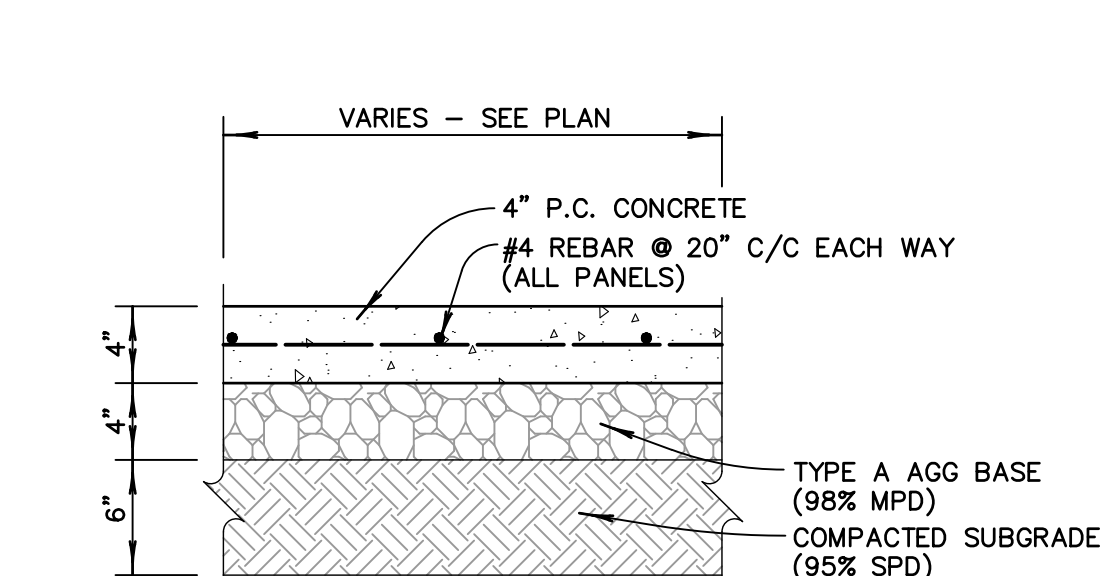
Milestone	Date
RECORD PLANS	10/28/24

Plot Date: 10/28/24



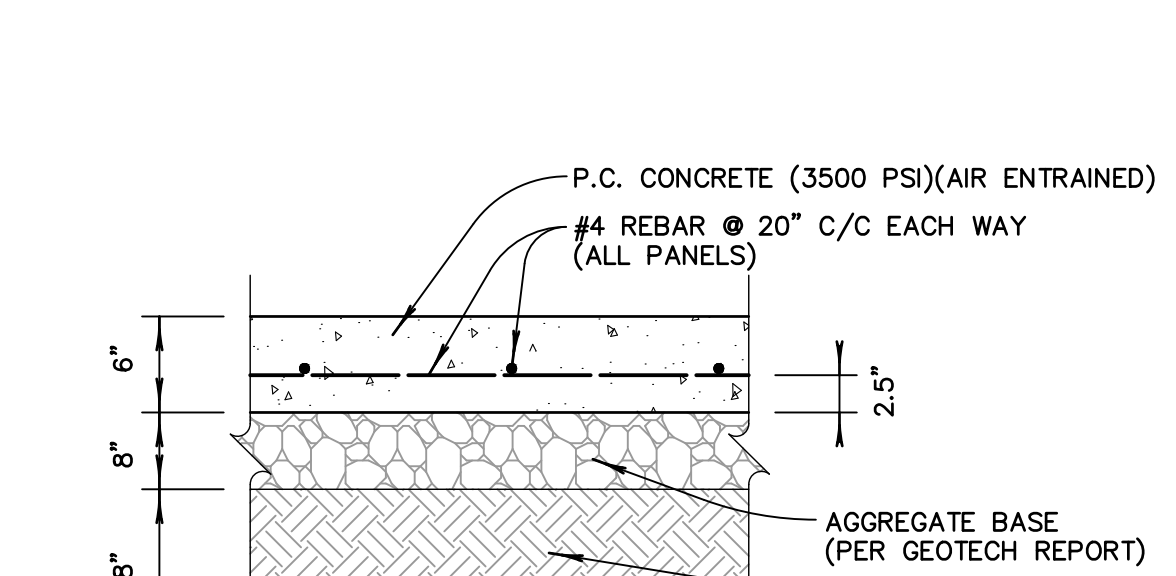
- NOTE:**
 1. SAWCUT CONTRACTION JOINTS AT 15 FT. MAX SPACING. CONSTRUCT DOWELED ISOLATION JOINTS AT ALL POINTS OF CURVE NOT TO EXCEED 90 FT. MAX. SPACING.
 2. CONCRETE FOR CURB & GUTTER SHALL HAVE A 28-DAY COMPRESSIVE STRENGTH OF 3500 PSI AND SHALL BE AIR-ENTRAINED AT SIX PERCENT (6%) ±1%.

A Integral Conc. Curb & Gutter
 Scale: NONE



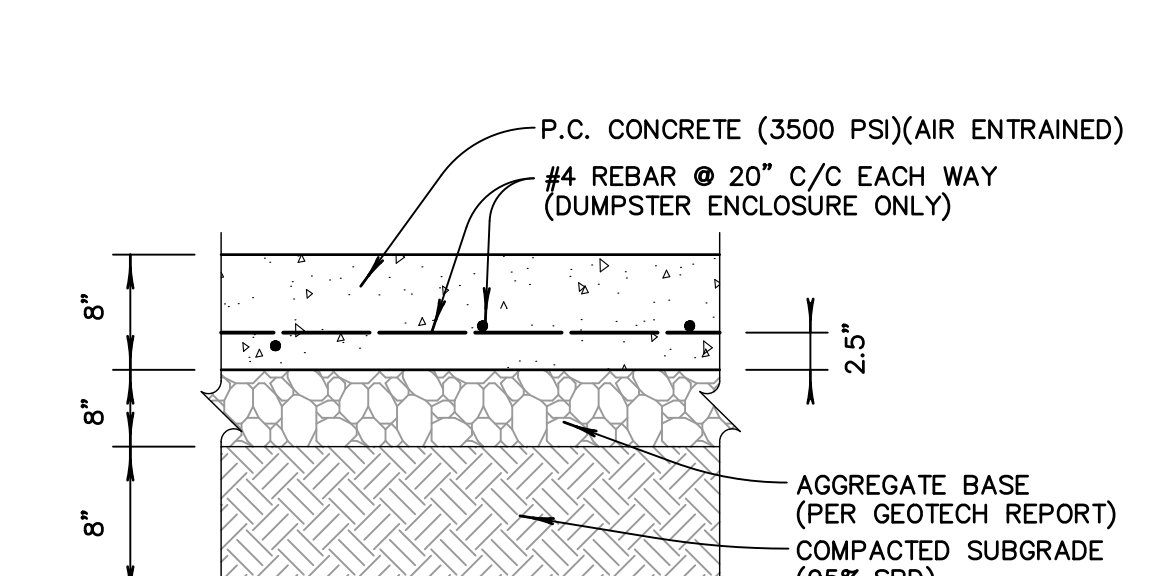
- NOTE:**
 1. SIDEWALK IN R.O.W. SHALL MEET CITY STANDARDS.
 2. MAX EXPANSION JOINT SPACING SHALL BE 40'.

B Concrete Sidewalk Section
 Scale: NONE



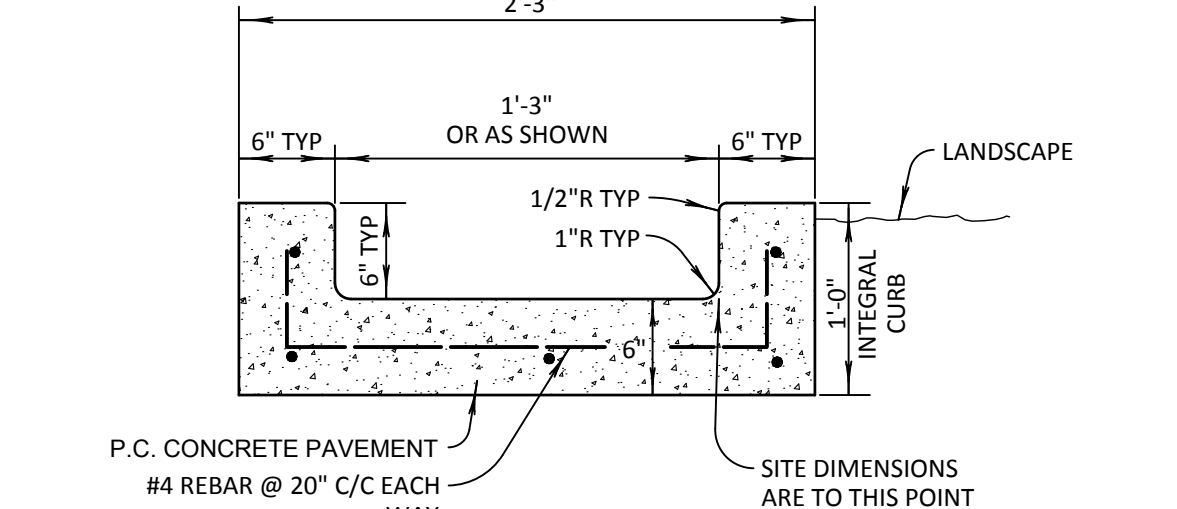
- NOTE:**
 1. DRIVEWAY APRONS SHALL HAVE 6\"/>

C Concrete Paving Section Type 1
 Scale: NONE



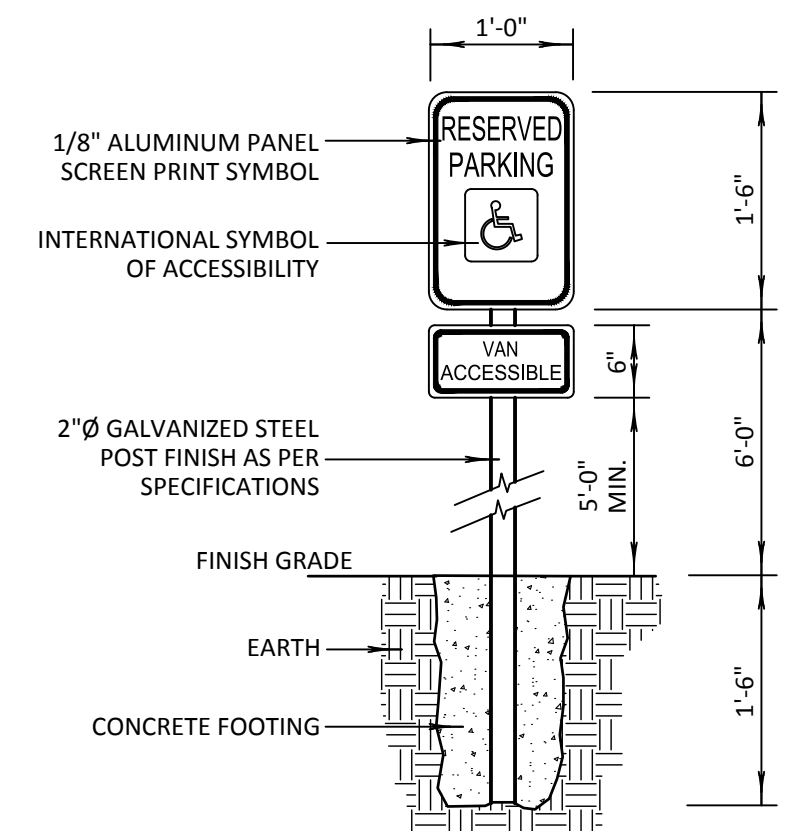
- NOTE:**
 1. DRIVEWAY APRONS SHALL HAVE 6\"/>

D Concrete Paving Section Type 2
 Scale: NONE



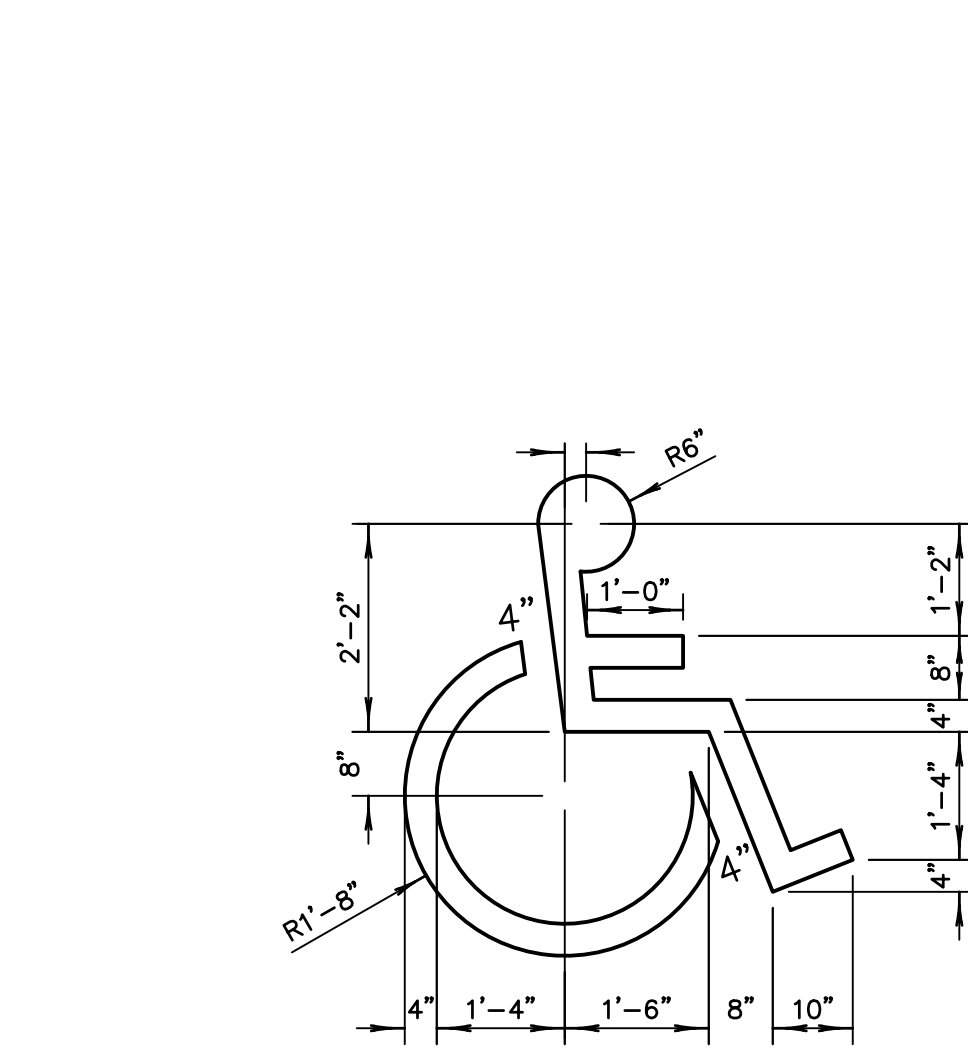
- NOTE:**
 1. SAWCUT CONTRACTION JOINTS AT 15 FT. MAX SPACING. CONSTRUCT DOWELED ISOLATION JOINTS AT ALL POINTS OF CURVE NOT TO EXCEED 90 FT. MAX. SPACING.
 2. CONCRETE FOR FLUME SHALL HAVE A 28-DAY COMPRESSIVE STRENGTH OF 3500 PSI AND SHALL BE AIR-ENTRAINED AT SIX PERCENT (6%) ±1%.

E Concrete Flume
 Scale: NONE



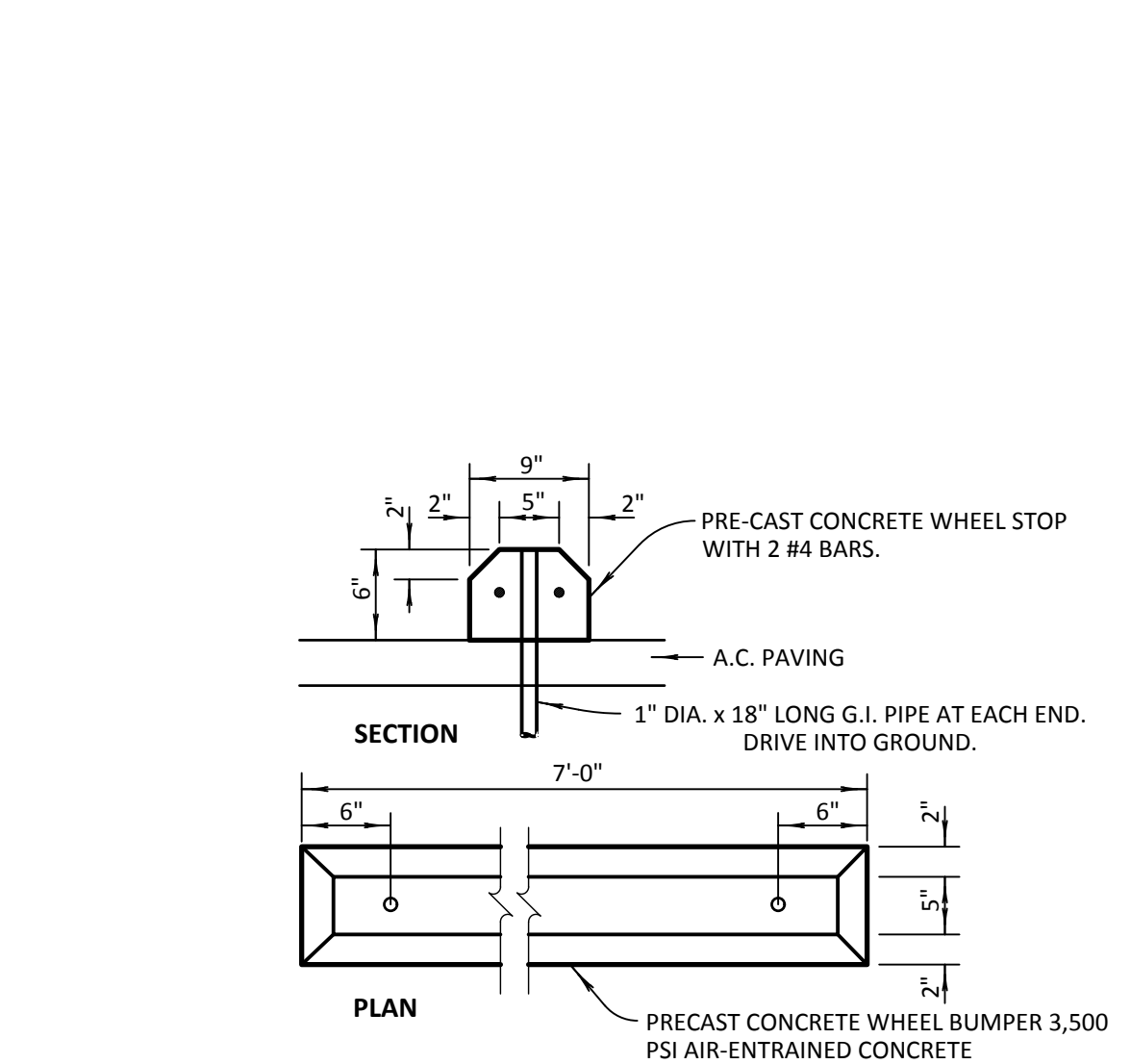
- NOTE:**
 RESERVED PARKING SIGNS SHALL:
 1. BE MUTCD R7-8 & R7-8P.
 2. BE CENTERED IN THE HANDICAPPED SPACE.
 3. HAVE THE INTERNATIONAL SYMBOL OF ACCESSIBILITY ON THEM. ONE OF THE SIGNS SHALL HAVE THE STATEMENT \"VAN ACCESSIBLE\" BELOW THE INTERNATIONAL SYMBOL OF ACCESSIBILITY.
 4. BE A MINIMUM OF 60 INCHES ABOVE SIDEWALK.
 5. MOUNT SIGN ON BUILDING WHERE POSSIBLE. FIELD VERIFY SIGN LOCATION WITH ARCHITECT.

F ADA Parking Sign Detail
 Scale: NONE



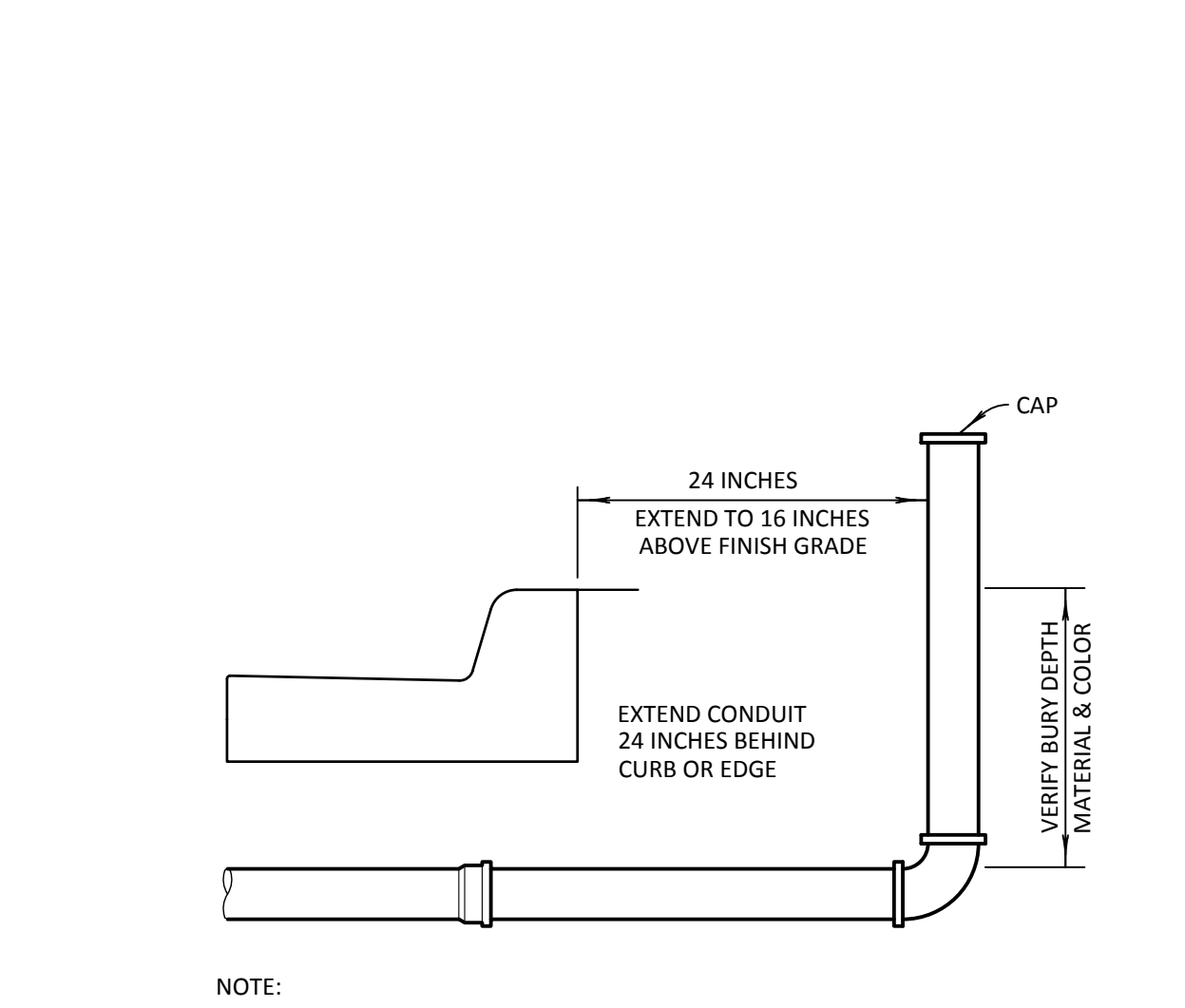
- NOTE:**
 1. PAINT 2\"/>

G ADA Pavement Symbol
 Scale: NONE



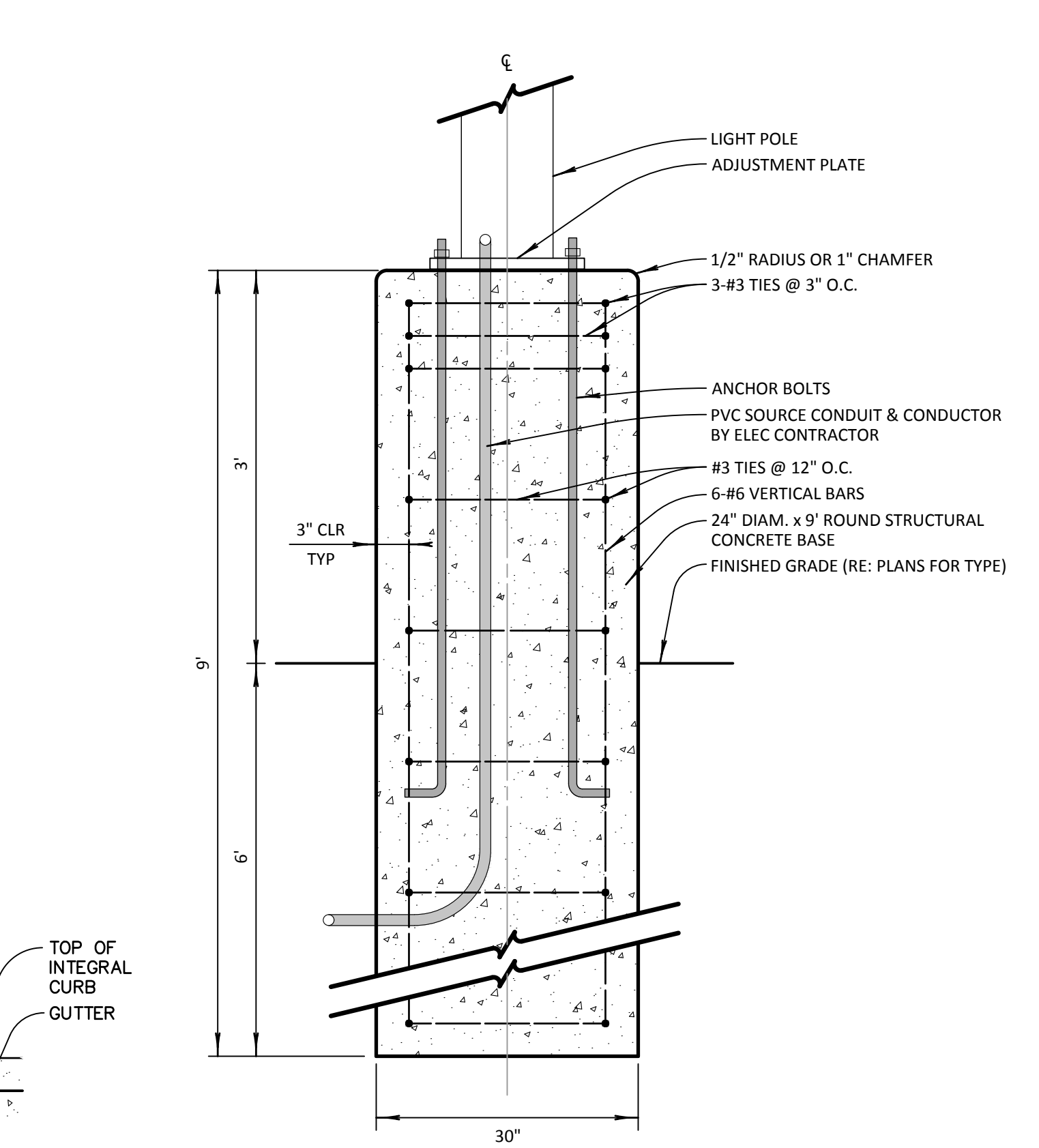
- NOTE:**
 1. WHEEL STOPS SHALL HAVE DRAINAGE SLOTS ON UNDERSIDE.

H Wheel Stop Detail
 Scale: NONE

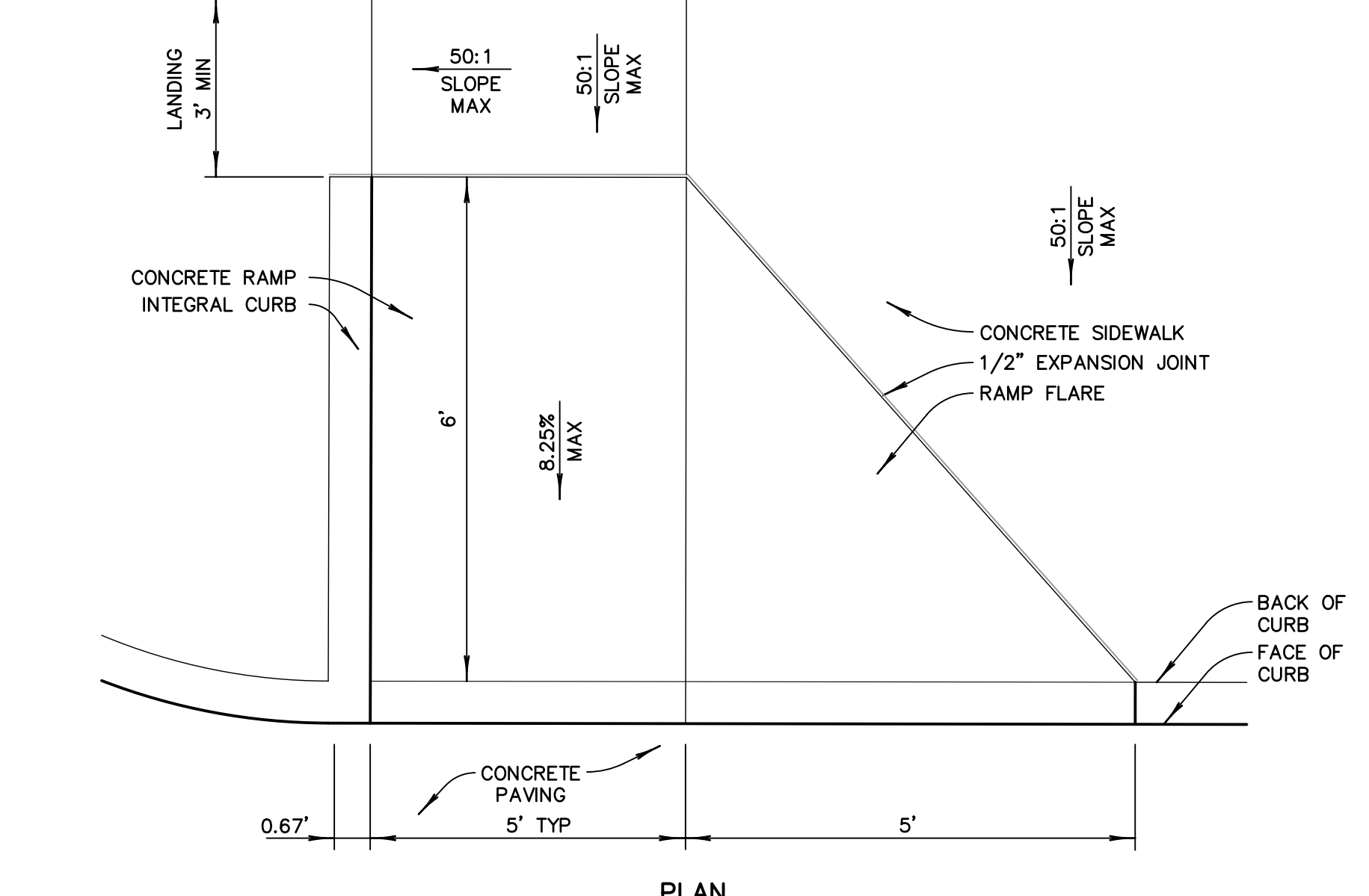


- NOTE:**
 1. ELECTRICAL CONDUIT FOR PSO TO BE 4\"/>

I Conduit Under Paving Detail
 Scale: NONE

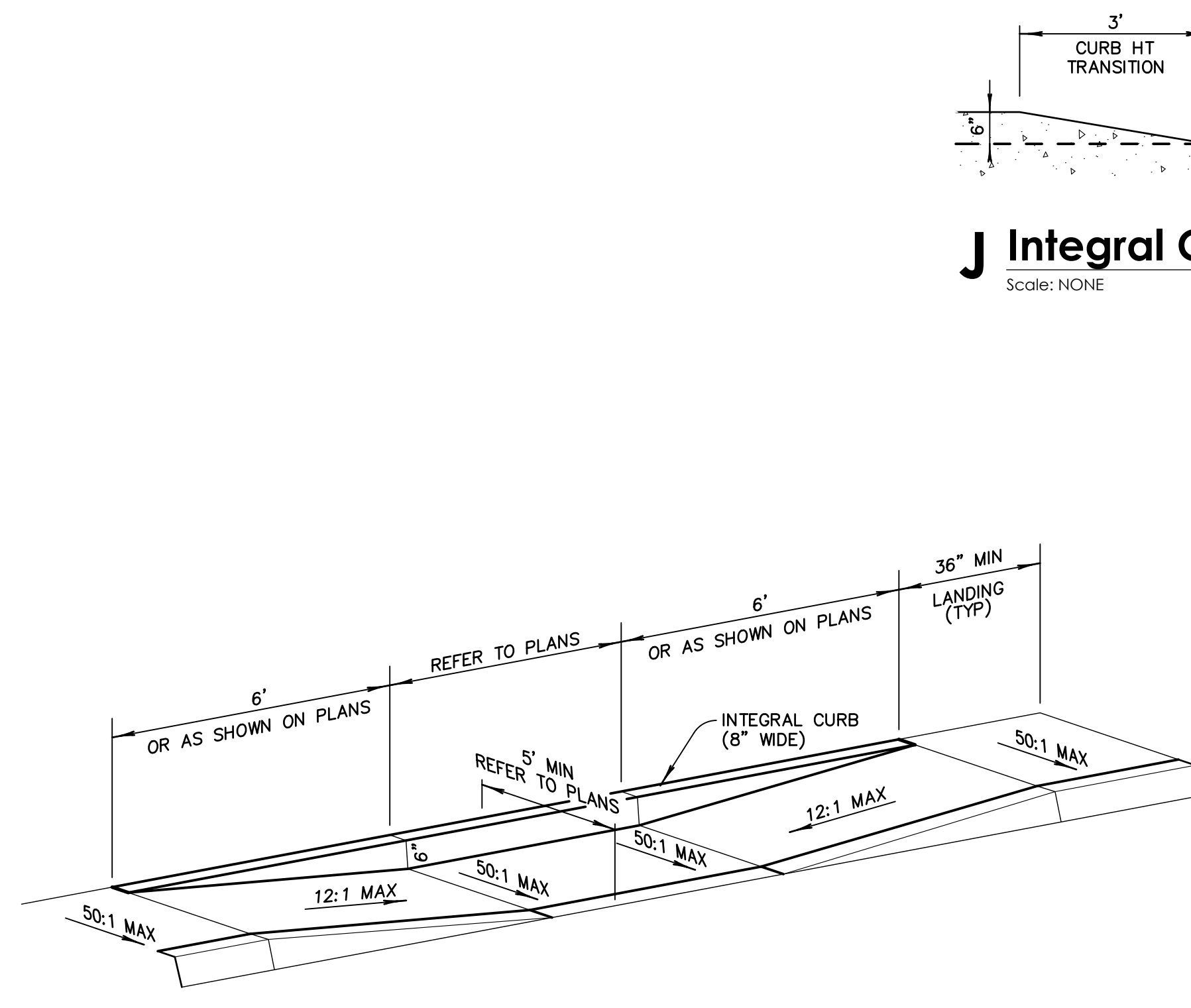


K Parking Luminaries
 Scale: NONE



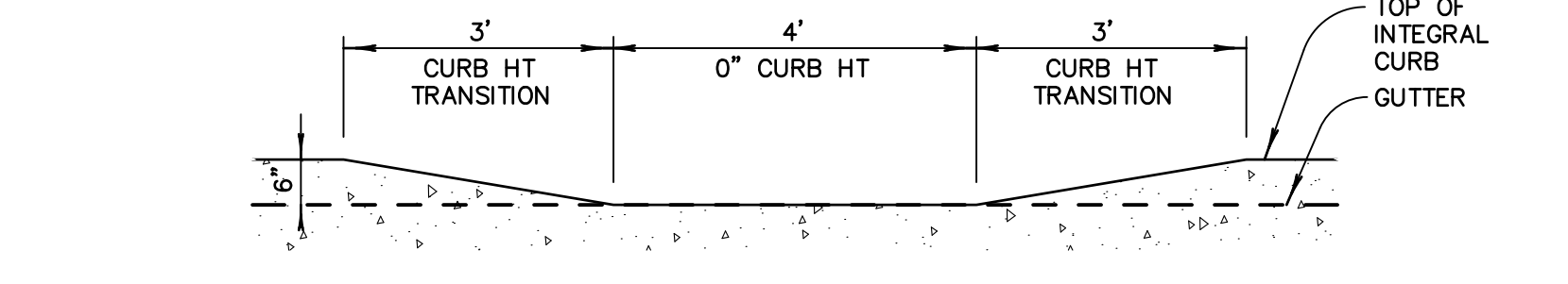
- NOTE:**
 1. TYPICAL DIMENSIONS APPLY UNLESS OTHERWISE NOTED IN PLANS.
 2. EXPANSION JOINT NOT NEEDED IF RAMP IS POURED INTEGRAL WITH SIDEWALK.
 3. REFER TO PLAN FOR SIDE OF RAMP FLARE IS LOCATED.

L ADA Curb Ramp Type A/B
 Scale: NONE



- NOTE:**
 1. TYPICAL DIMENSIONS APPLY UNLESS OTHERWISE NOTED IN PLANS.
 2. EXPANSION JOINT NOT NEEDED IF RAMP IS POURED INTEGRAL WITH SIDEWALK.

M ADA Curb Ramp Type D
 Scale: NONE



J Integral Curb Drainage Opening
 Scale: NONE

LEGEND

C/C	CENTER TO CENTER
CLR	CLEAR
DIA	DIAMETER
G.I.	GALVANIZED IRON
HT	HEIGHT
MAX	MAXIMUM
MIN	MINIMUM
MPD	MODIFIED PROCTOR DENSITY
O.C.	ON CENTER
P.C.	PORTLAND CEMENT
R	RADIUS
RE:	REFER TO
SPD	STANDARD PROCTOR DENSITY
TYP	TYPICAL

Record Plans

TO THE BEST OF MY KNOWLEDGE, FROM THE INFORMATION AVAILABLE, THIS PLAN IS IN SUBSTANTIAL COMPLIANCE WITH FIELD CONSTRUCTION.

BY: *[Signature]*
 DATE: 10-28-24

THESE PLANS ARE TO BE REPRODUCED IN COLOR

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 Proposed Civil Plans
 151 NW Sheridan Rd
 Lawton, OK 73507

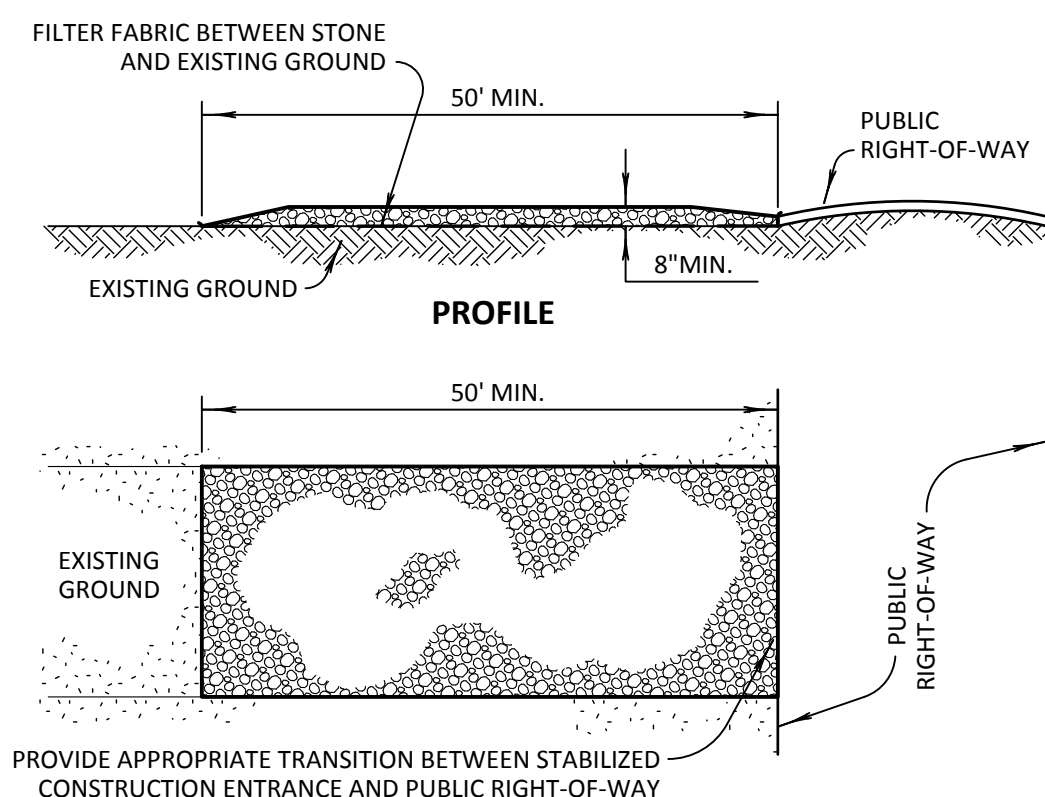
BRAUM'S
 ICE CREAM AND DAIRY STORES
 PRODUCERS, PROCESSORS & RETAILERS OF FINE DAIRY PRODUCTS
 P.O. BOX 25429, 3000 N.E. 63RD, OKLAHOMA CITY, OKLAHOMA 73121
 (405) 478-1656

PROJECT: 23244
 ISSUE DATE: 10/28/2024
 ATLAS PAGE NO: N/A

PLAN SCALE: (H)
(V)

Construction Details

C8

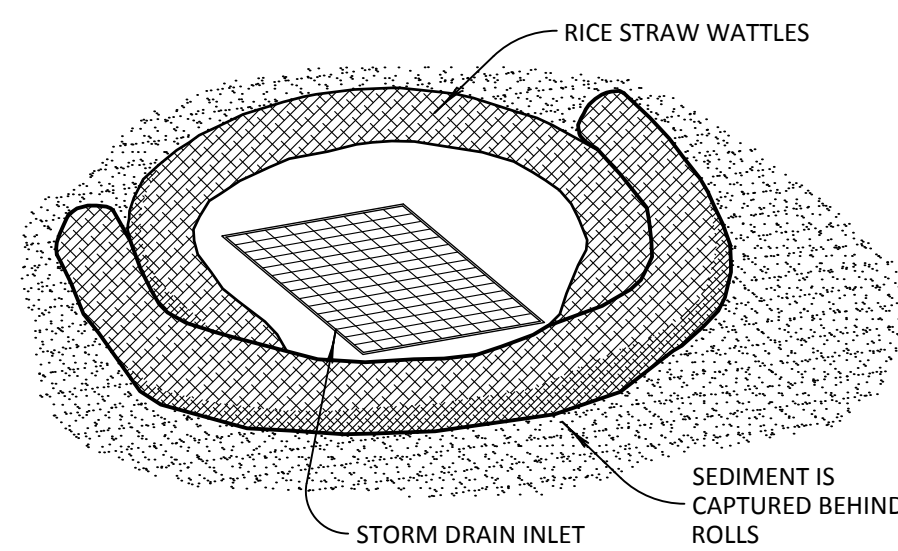


PLAN VIEW

1. STONE SIZE - AASHTO DESIGNATION M43, SIZE NO.2 (2-1/2" TO 1-1/2"). USE CRUSHED STONE.
2. LENGTH - AS EFFECTIVE, BUT NOT LESS THAN 50 FEET.
3. THICKNESS - NOT LESS THAN EIGHT(8) INCHES.
4. WIDTH - NOT LESS THAN FULL WIDTH OF ALL POINTS OF INGRESS OR EGRESS.
5. WASHING - WHEN NECESSARY, WHEELS SHALL BE CLEANED TO REMOVE SEDIMENT PRIOR TO ENTRANCE ONTO PUBLIC RIGHT-OF-WAY. WHEN WASHING IS REQUIRED, IT SHALL BE DONE ON AN AREA STABILIZED WITH CRUSHED STONE WHICH DRAINS INTO AN APPROVED SEDIMENT TRAP OR SEDIMENT BASIN. ALL SEDIMENT SHALL BE PREVENTED FROM ENTERING ANY STORM DRAIN, DITCH, OR WATERCOURSE THROUGH USE OF SAND BAGS, GRAVEL, BOARDS OR OTHER APPROVED METHODS.
6. MAINTENANCE - THE ENTRANCE SHALL BE MAINTAINED IN A CONDITION WHICH WILL PREVENT TRACKING OR FLOWING OF SEDIMENT ONTO PUBLIC RIGHTS-OF-WAY. THIS MAY REQUIRE PERIODIC TOP DRESSING WITH ADDITIONAL STONE AS CONDITIONS DEMAND AND REPAIR AND/OR CLEANOUT OF ANY MEASURES USED TO TRAP SEDIMENT. ALL SEDIMENT SPILLED, DROPPED, WASHED OR TRACKED ONTO PUBLIC RIGHTS-OF-WAY MUST BE REMOVED IMMEDIATELY BY THE OWNER.

A Construction Entrance Detail

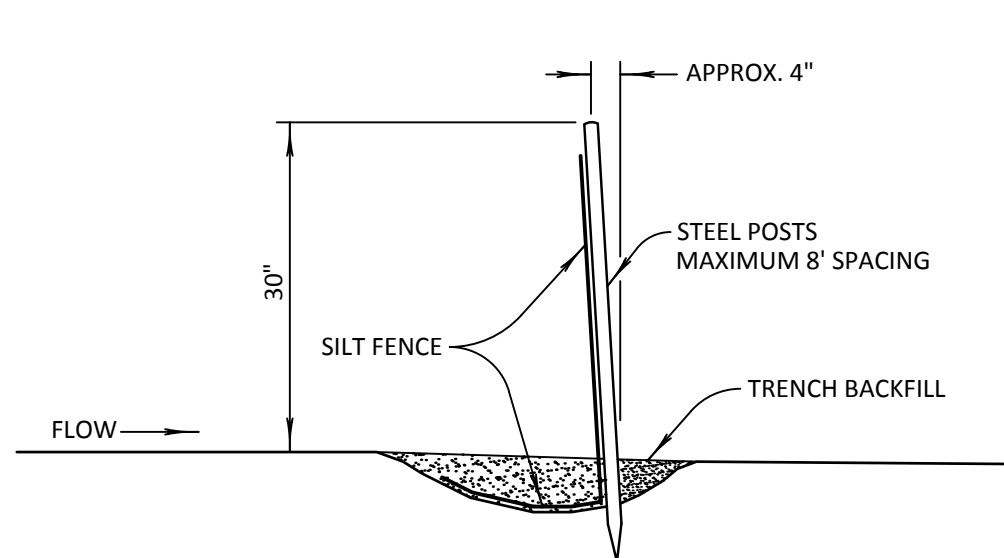
Scale: NONE



B Straw Inlet Control Filter

Scale: NONE

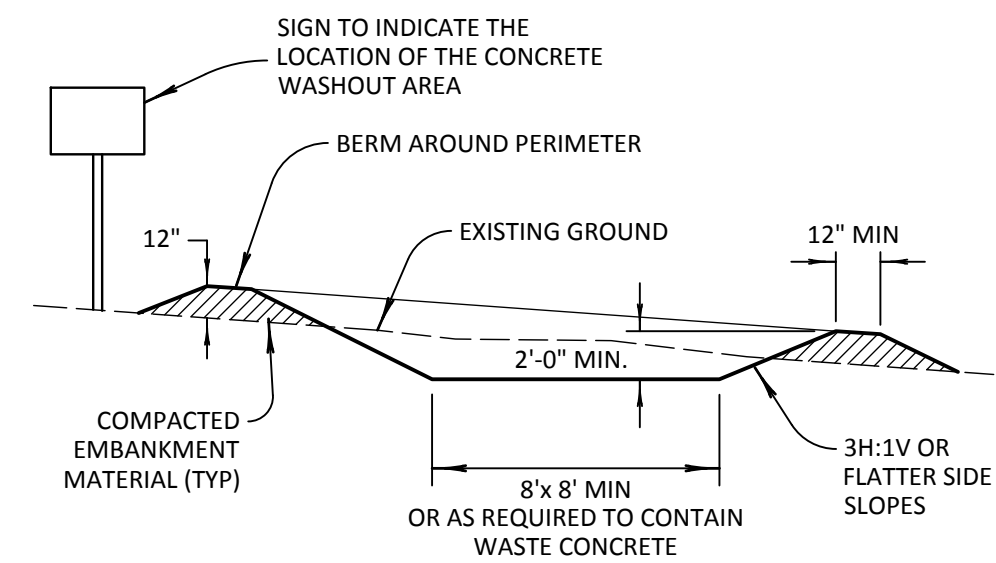
1. INSTALLATION TO BE COMPLETED IN ACCORDANCE WITH MANUFACTURER'S SPECIFICATIONS.
2. FIBER ROLLS SHOULD BE INSPECTED AFTER EVERY SIGNIFICANT STORM EVENT TO CLEAR AND DISPOSE OF SEDIMENT AND DEBRIS.



C Silt Fence Detail

Scale: NONE

1. POSTS SHALL BE ANGLED SLIGHTLY TOWARD RUNOFF SOURCE.
2. THE TOE OF THE SILT FENCE SHALL BE TRENCHED IN AND BACKFILLED.
3. THE TRENCH SHOULD BE 6" DEEP BY 3' TO 4' WIDE TO ALLOW SILT FENCE TO BE LAID IN AND BACKFILLED.
4. SILT FENCE SHALL BE FASTENED TO POSTS OR TO WOVEN WIRE, WHICH IS IN TURN ATTACHED TO THE POSTS.
5. INSPECTION SHALL BE FREQUENT & REPAIR OR REPLACEMENT PROMPT.
6. SILT FENCES SHALL BE REMOVED WHEN THEY HAVE SERVED THEIR USEFULNESS SO AS NOT TO IMPEDE STORMWATER FLOW.
7. TRAPPED SEDIMENT SHALL BE DISPOSED OF IN AN APPROVED MANNER AND LOCATION WHICH WILL NOT CONTRIBUTE TO ADDITIONAL SILTATION.
8. ACCUMULATED SILT SHALL BE REMOVED WHEN IT REACHES A DEPTH OF 6" TO 9" AND DISPOSED OF AS IN NOTE 7 ABOVE.

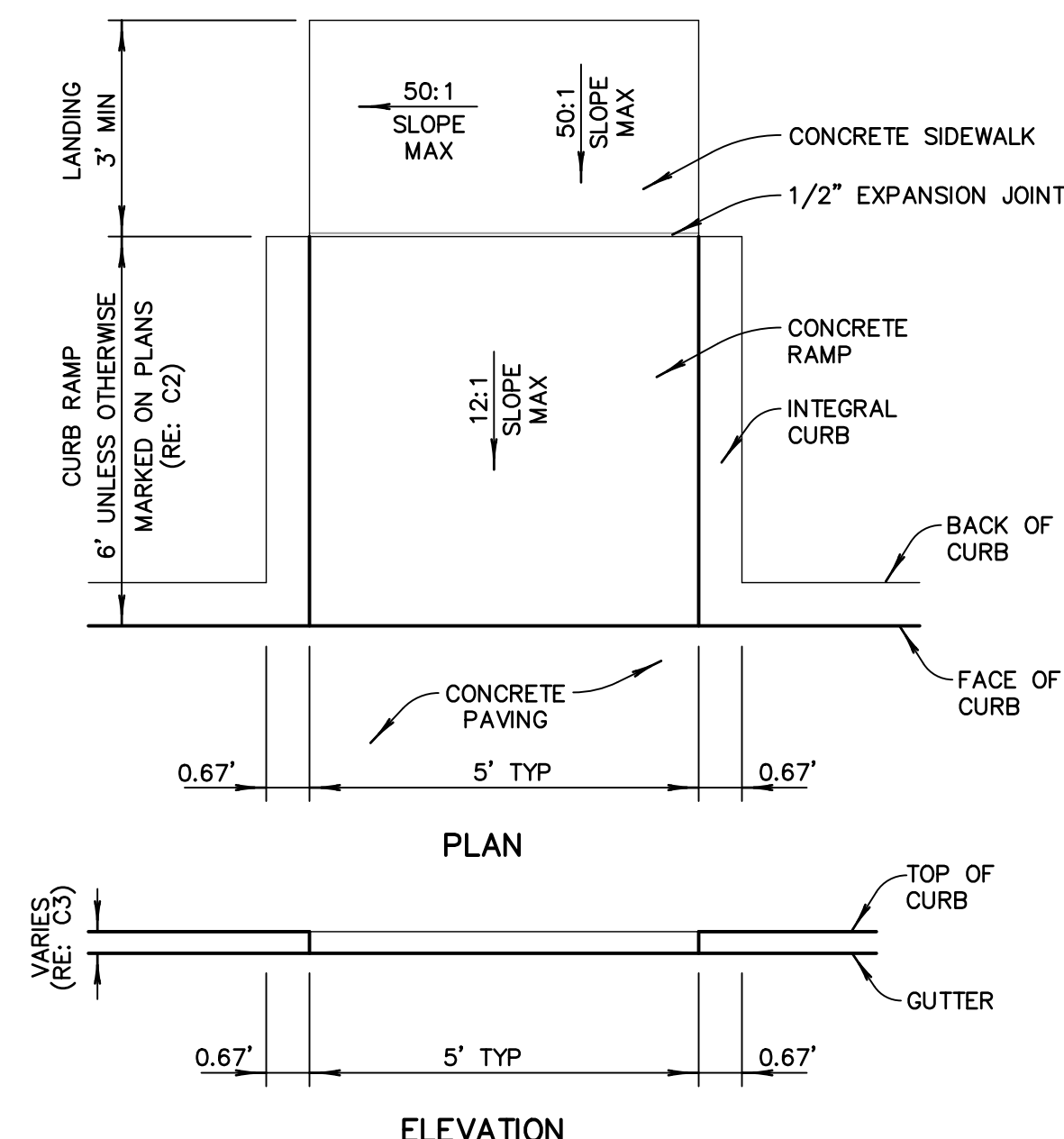


NOTES:

1. CONCRETE WASHOUT AREA SHALL BE INSTALLED PRIOR TO ANY CONCRETE PLACEMENT ON SITE.
2. SIGNS SHALL BE PLACED AT THE CONSTRUCTION ENTRANCE, AT THE WASHOUT AREA, AND ELSEWHERE AS NECESSARY TO CLEARLY INDICATE THE LOCATION OF THE CONCRETE WASHOUT AREA TO OPERATORS OF CONCRETE TRUCKS AND PUMP RIGS.
3. THE CONCRETE WASHOUT AREA SHALL BE REPAIRED AND ENLARGED OR CLEANED OUT AS NECESSARY TO MAINTAIN CAPACITY FOR WASTED CONCRETE.
4. AT THE END OF CONSTRUCTION, ALL CONCRETE SHALL BE REMOVED FROM THE SITE AND DISPOSED OF AT AN ACCEPTED WASTE SITE.
5. WHEN THE CONCRETE WASHOUT AREA IS REMOVED, THE DISTURBED AREA SHALL BE SEEDED AND MULCHED OR OTHERWISE STABILIZED IN A MANNER ACCEPTED BY THE CITY.

D Concrete Washout Detail

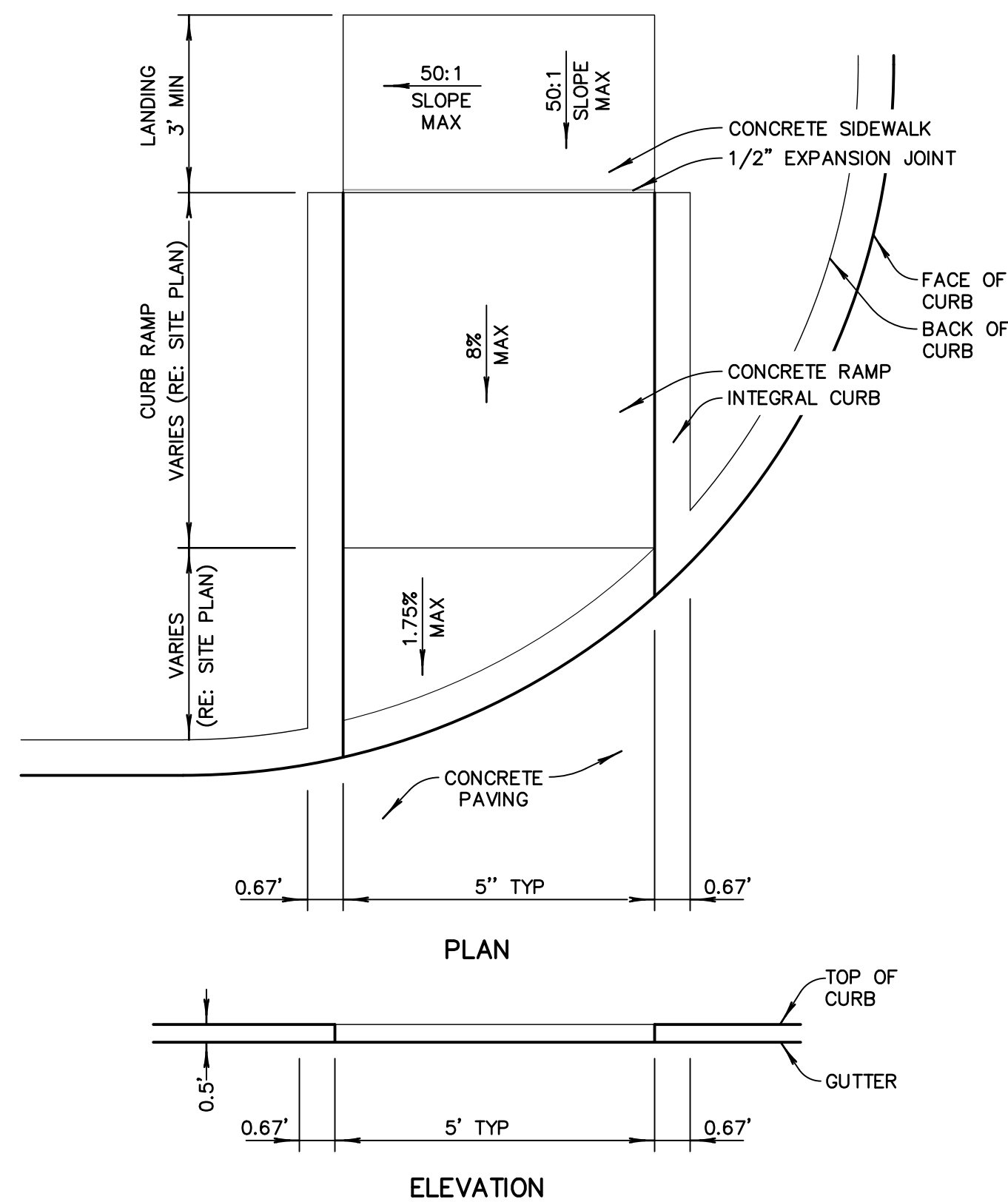
Scale: NONE



- NOTE:**
1. TYPICAL DIMENSIONS APPLY UNLESS OTHERWISE NOTED IN PLANS.
 2. EXPANSION JOINT NOT NEEDED IF RAMP IS POURED INTEGRAL WITH SIDEWALK.

E ADA Curb Ramp Type B

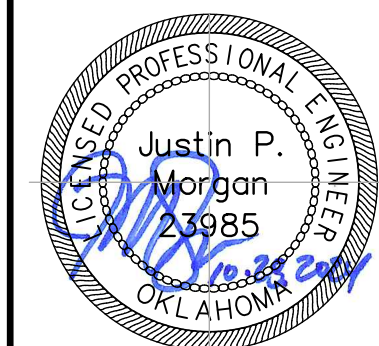
Scale: NONE



- NOTE:**
1. TYPICAL DIMENSIONS APPLY UNLESS OTHERWISE NOTED IN PLANS.
 2. EXPANSION JOINT NOT NEEDED IF RAMP IS POURED INTEGRAL WITH SIDEWALK.

F ADA Curb Ramp Type B Modified 1

Scale: NONE



5323 SOUTH LEWIS AVENUE
TULSA OKLAHOMA 74105-6539
OFFICE: 918.745.9939
www.tannerbaltshop.com
CERTIFICATE OF AUTHORIZATION NO.
OK CA 2661 EXP. 6/30/2025



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MILESTONE	DATE
RECORD PLANS	10/28/24
PLOT DATE: 10/28/24	

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Lawton, OK 73507



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(405) 478-1656

PROJECT: 23244
ISSUE DATE: 10/28/2024
ATLAS PAGE NO: N/A

PLAN SCALE: (H)
(V)

**Erosion Control
Details**

C9

Record Plans

TO THE BEST OF MY KNOWLEDGE, FROM THE INFORMATION AVAILABLE, THIS PLAN IS IN SUBSTANTIAL COMPLIANCE WITH FIELD CONSTRUCTION.

BY: *JPM*
DATE: 10-28-2024

THESE PLANS ARE TO BE REPRODUCED IN COLOR



Tanner Consulting LLC
 CIVIL ENGINEERING | LAND SURVEYING
 LANDSCAPE ARCHITECTURE | PLANNING
 5323 SOUTH LEWIS AVENUE
 TULSA, OKLAHOMA 74105-6539
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MILESTONE	DATE
RECORD PLANS	10/28/24
PLOT DATE:	10/28/24

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 (405) 478-1656

PROJECT: 23244
 ISSUE DATE: 10/28/2024
 ATLAS PAGE NO: N/A
 PLAN SCALE: (H) 1"=5'
 (V) N/A

Traffic Pavement Improvements

C10

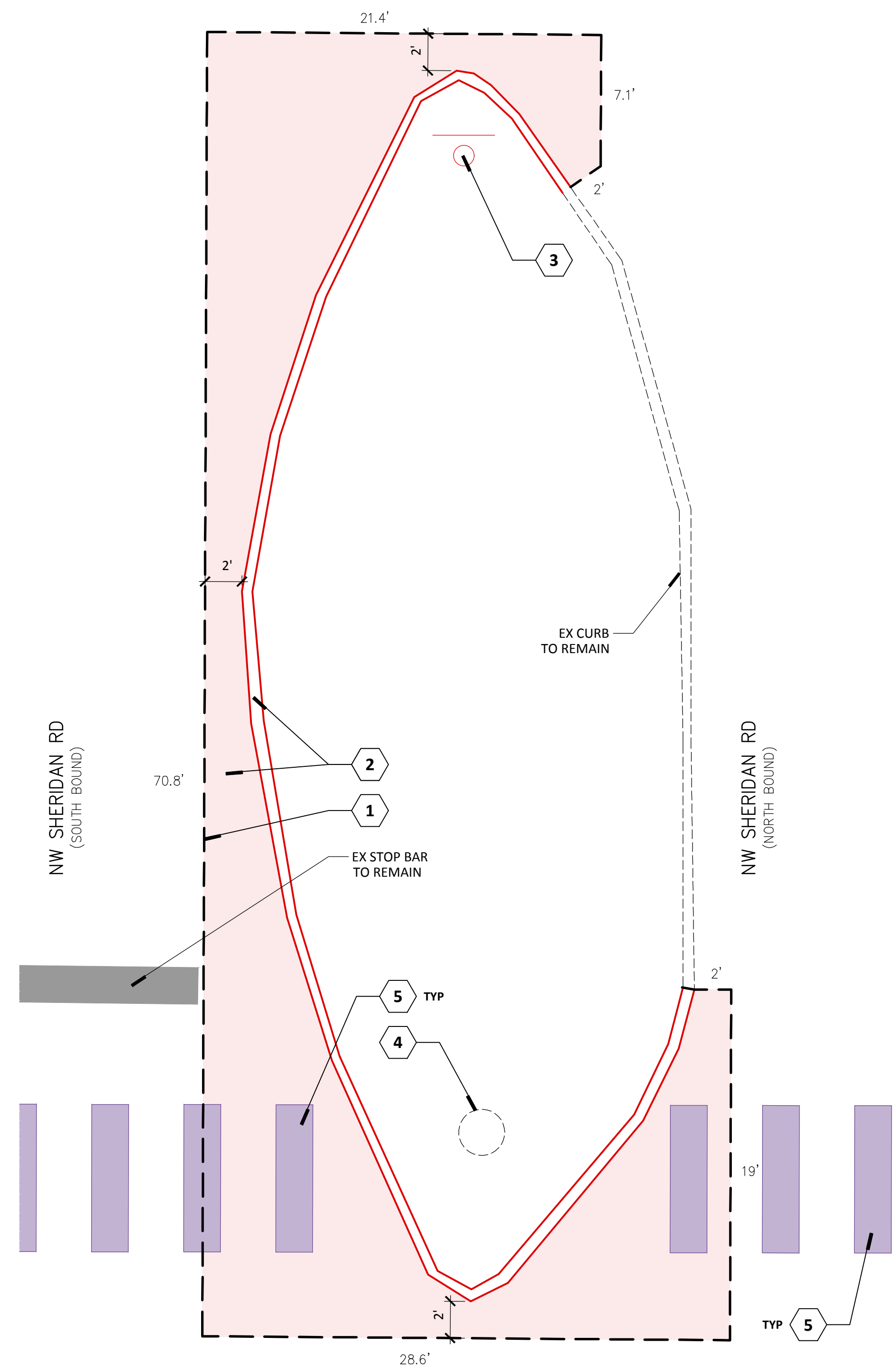
Traffic Quantities

ITEM#	QUANTITY	DESCRIPTION
101. DEMOLITION		
A	17.1 CY	Removal of Concrete Pavement, 8" thick ¹
B	1,680 LF	Removal of Pavement Stripe
C	1 EA	Remove & Relocate Traffic Sign
102. FINE GRADING & SUBGRADE PREPARATION		
A	137 SY	Class A Aggregate for Backfill
103. PAVING, IN PLACE		
A	30.6 CY	Concrete Paving, 8" thick ³
104. PAVEMENT MISCELLANEOUS		
A	127 LF	Traffic Stripe (Thermoplastic) 4" wide
B	2 EA	Traffic Symbol (Thermoplastic)
C	37 SY	Slab Sod, to 6' Behind Curb
D	1 LSUM	Construction Traffic Control ⁴

¹ MATERIAL QUANTITIES SHOWN FOR BIDDING PURPOSES. CONTRACTOR RESPONSIBLE FOR VERIFYING EXACT QUANTITIES AND SIZES. BRING DISCREPANCIES TO ATTENTION OF ENGINEER.
² INCLUDES THE COST OF FULL DEPTH SAWCUT, HAUL-OFF, FEES, & INCIDENTALS REQUIRED TO COMPLETE THE WORK.
³ INCLUDES THE COST OF REBAR, JOINTS, DOWELS, & INCIDENTALS REQUIRED TO COMPLETE THE WORK AS SHOWN ON THE PLANS.
⁴ SHALL BE IN STRICT ACCORDANCE WITH CURRENT CITY OF LAWTON STANDARDS AND SHALL INCLUDE THE COST FOR DESIGN, INSTALLATION, MAINTENANCE, AND SUBSEQUENT REMOVAL OF ALL TRAFFIC CONTROLS.

LEGEND

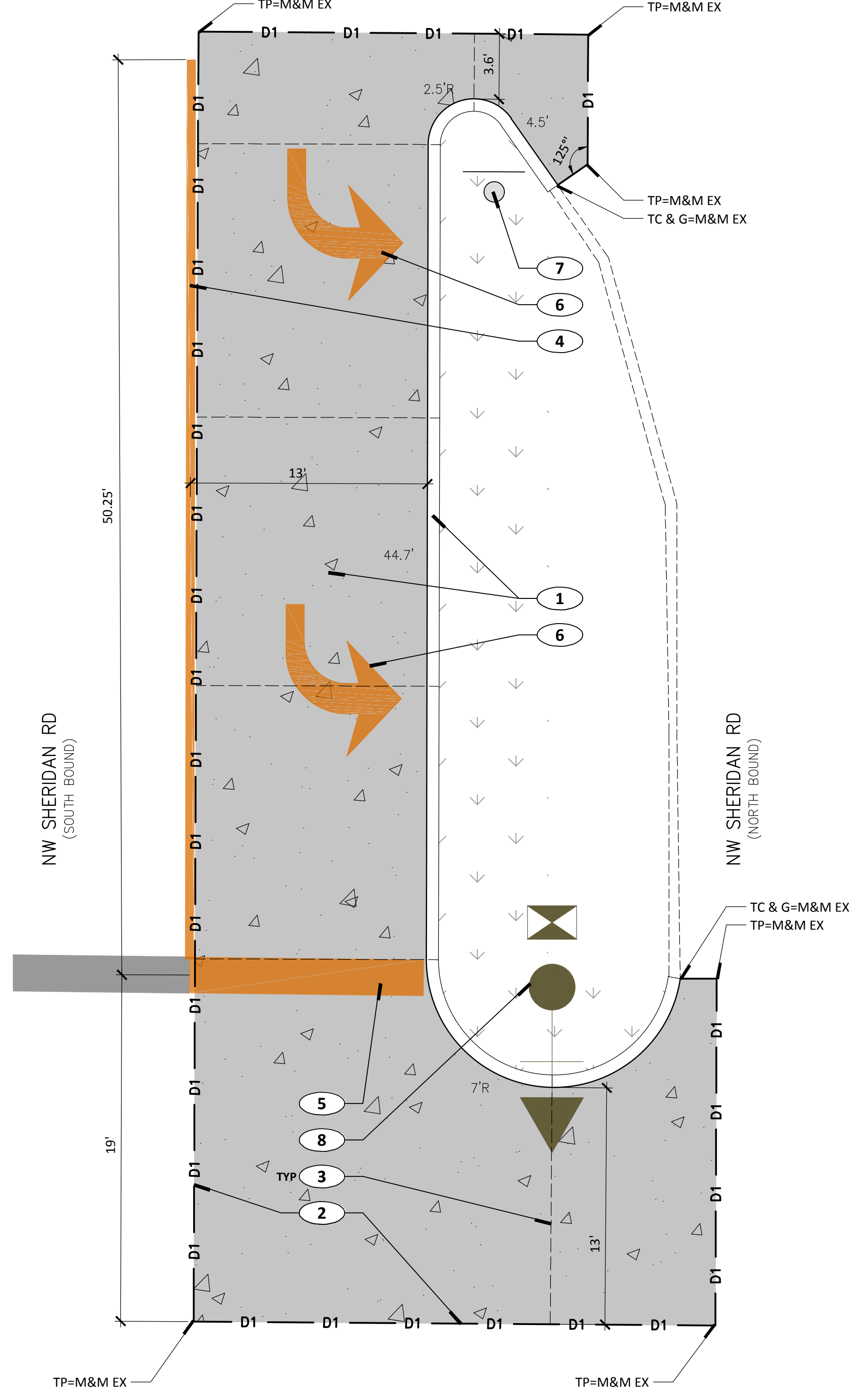
ADA ACCESSIBLE ROUTE	PVC POLYVINYL CHLORIDE PIPE
BLDG BUILDING	R RADIUS
BM BENCHMARK	RCP REINFORCED CONCRETE PIPE
B/L BUILDING LINE	RWE RESTRICTED WATERLINE ESMT
CHBS CHISELED BOX, SET	R/W RIGHT-OF-WAY
CL CENTERLINE	SD STORM DRAIN
CO SEWER CLEAN-OUT	SDS STORM DRAIN END SECTION
CONC CONCRETE	SDHW STORM DRAIN HEADWALL
COR CORNER	SDIN STORM DRAIN INLET
EPED ELECTRIC PEDESTAL	SDMH STORM DRAIN MANHOLE
ESMT EASEMENT	SF SQUARE FEET
FH FIRE HYDRANT	SS SANITARY SEWER
FL FLOWLINE	SSMH SANITARY SEWER MANHOLE
FLT FLOWLINE, THROAT	SQ SQUARE YARDS
FNC FENCE	TC TOP OF CURB
FND FOUND	TG TOP OF GRATE
G GUTTER	TP TOP OF PAVING
GUY GUY ANCHOR	TPED TELEPHONE PEDESTAL
HEP HORIZONTAL ELLIPTICAL PIPE	TR TOP OF RIM
IP IRON PIN	WL WATERLINE
IPF IRON PIN, FOUND	WM WATER METER
IPS IRON PIN, SET	WMH WATER MANHOLE
MAE MUTUAL ACCESS ESMT	WV WATER VALVE
M&M MEET & MATCH	UG UNDERGROUND GAS LINE
OE OVERHEAD ELECTRIC	UE UNDERGROUND ELECTRIC
PFE PIN FLAG, ELECTRIC	UT UNDERGROUND TELEPHONE
PFF PIN FLAG, TELEPHONE	U/E UTILITY EASEMENT
PP POWER POLE	XFMR TRANSFORMER
PPD POWER POLE WITH DIP	



A Demolition Plan
 Scale: 1" = 5'

- DEMOLITION KEY NOTES**
- FULL DEPTH SAWCUT
 - REMOVE EXISTING CONCRETE PAVEMENT W/ INTEGRAL CURB
 - REMOVE & RELOCATE EXISTING TRAFFIC SIGN
 - REMOVE EXISTING TRAFFIC SIGNAL POLE (RE: TRAFFIC SIGNAL LAYOUT BY OTHERS)
 - REMOVE ALL EXISTING CROSSWALK STRIPING FROM ENTIRE INTERSECTION (COORDINATE W/ CITY)

NOTE: TRAFFIC CONTROL PLAN TO BE PROVIDED BY CONTRACTOR.



B Site, Layout, & Grading Plan
 Scale: 1" = 5'

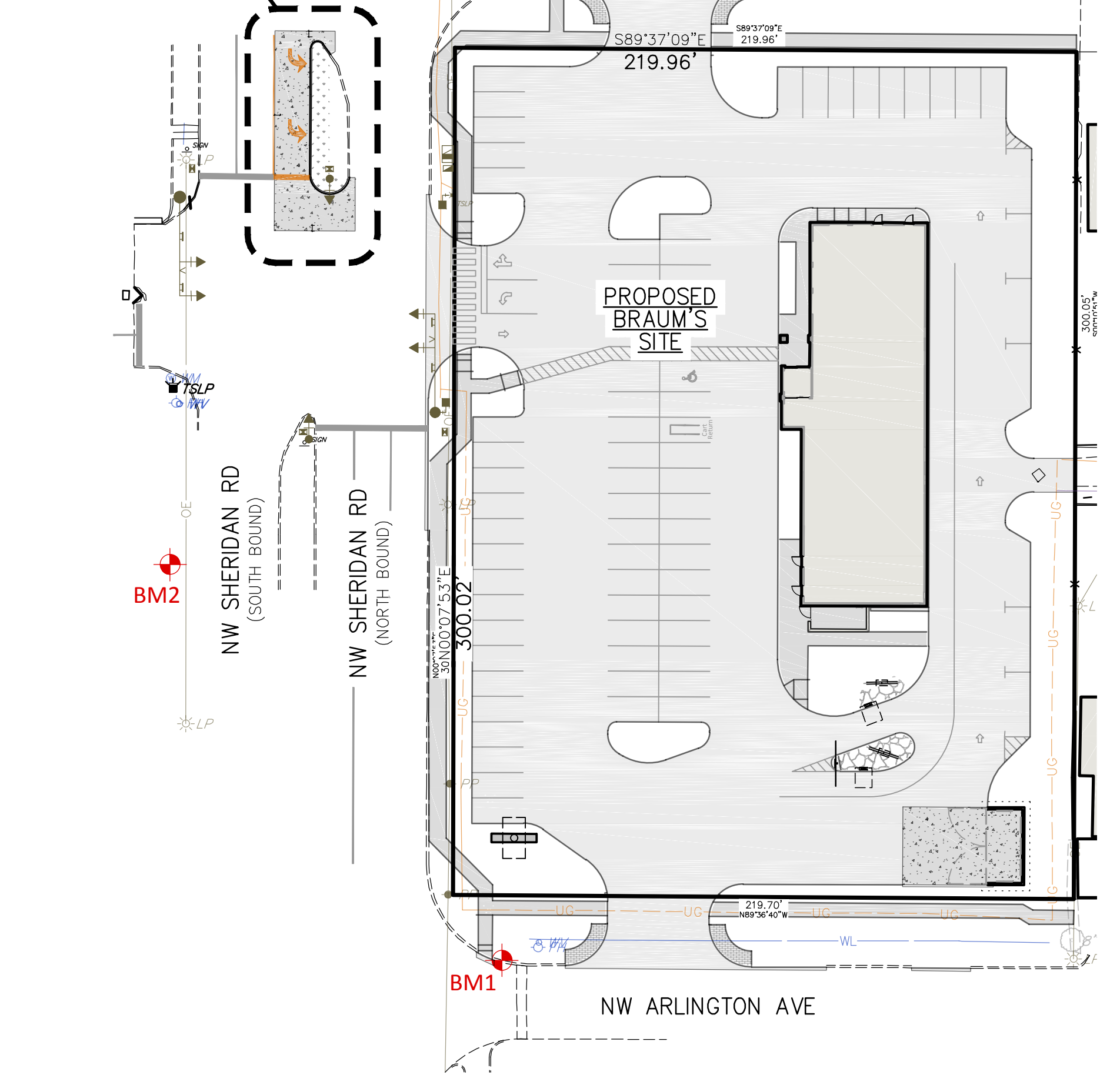
- SITE PLAN KEY NOTES**
- 8" CONCRETE PAVEMENT W/ INTEGRAL CURB (RE: LAWTON STANDARD DETAILS SUBDIVISION STREETS - 2, DETAIL NO. 8)
 - CITY OF LAWTON TYPE D1 LOAD TRANSFER CONSTRUCTION JOINT (RE: LAWTON STANDARD DETAILS SUBDIVISION STREETS - 1, DETAIL NO. 3)
 - SAWCUT JOINT
 - THERMOPLASTIC PAVEMENT STRIPE (4" WIDE)(WHITE)
 - THERMOPLASTIC STOP BAR (2" WIDE)
 - THERMOPLASTIC PAVEMENT SYMBOL
 - RELOCATE EXISTING TRAFFIC SIGN
 - NEW TRAFFIC SIGNAL POLE (RE: TRAFFIC SIGNAL LAYOUT BY OTHERS)

GRADING LEGEND

EX	EXISTING GROUND
G	GUTTER
M&M	MEET & MATCH
TC	TOP OF CURB
TP	TOP OF PAVEMENT

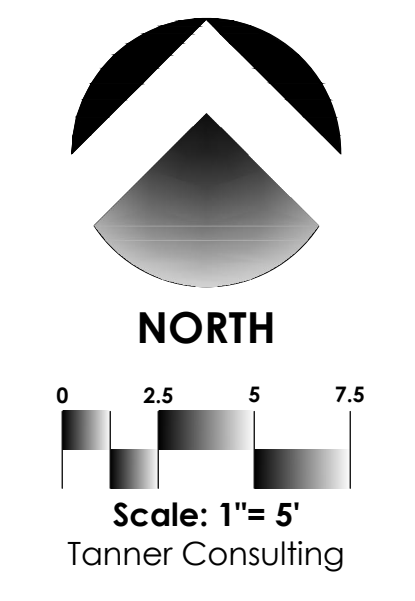
*CONTRACTOR SHALL FIELD VERIFY EXISTING SLOPES OF ADJACENT PAVEMENT & GRADE PROPOSED PAVEMENT TO MATCH EXISTING SLOPE PATTERNS.

TRAFFIC PAVEMENT IMPROVEMENT (RE: TO A/C10 & B/C10)



C Key Map
 Scale: 1" = 40'

Record Plans
 TO THE BEST OF MY KNOWLEDGE, FROM THE INFORMATION AVAILABLE, THIS PLAN IS IN SUBSTANTIAL COMPLIANCE WITH FIELD CONSTRUCTION.
 BY: *[Signature]*
 DATE: 10/28/2024

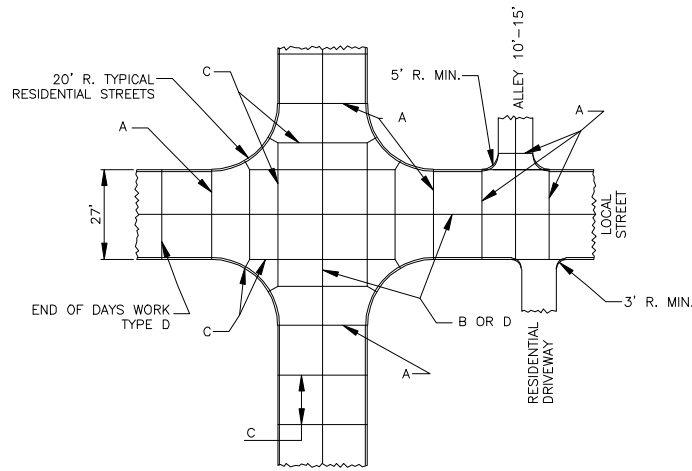


Benchmark 1 +
 CHISELED BOX SET ON TOP OF CURB. APPROXIMATELY 125.6' SOUTH & 105.9' WEST FROM THE SOUTHWEST BUILDING CORNER. (464838.25N, 1841507.21E)
 ELEVATION = 1125.86 (NAVD88)

Benchmark 2 +
 CHISELED BOX SET ON TOP OF CURB. APPROXIMATELY 14.6' NORTH & 223.3' WEST FROM THE SOUTHWEST BUILDING CORNER. (464978.42N, 1841389.77E)
 ELEVATION = 1128.21 (NAVD88)

THESE PLANS ARE TO BE REPRODUCED IN COLOR

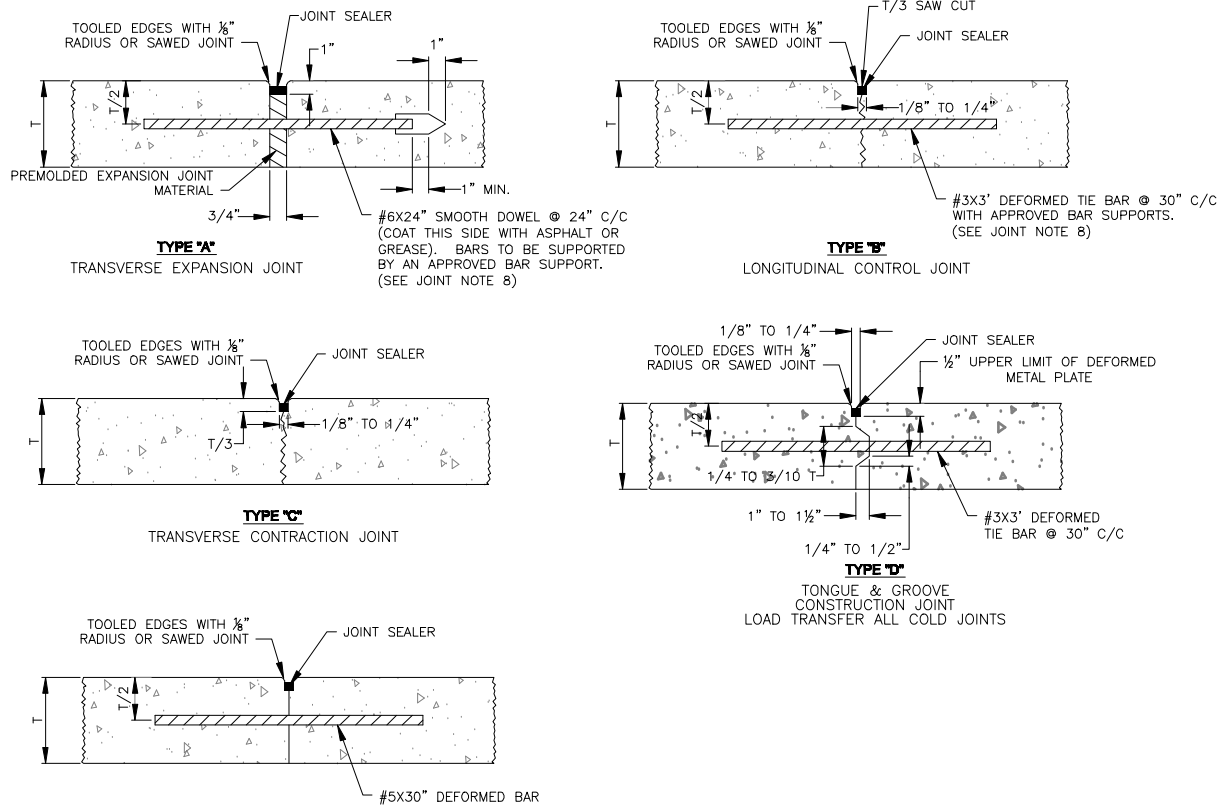
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TYPICAL STREET INTERSECTION FOR INTEGRAL OR SEPARATELY POURED CURB & GUTTER

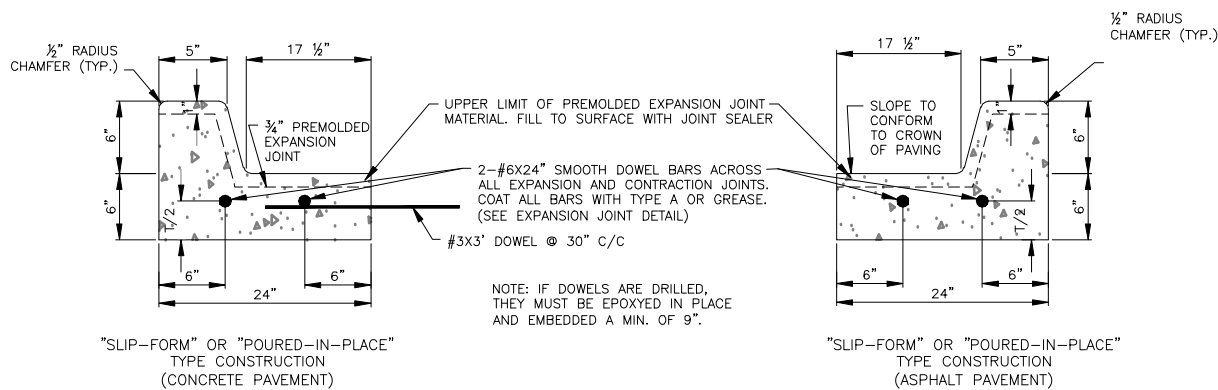
MAX. JOINT SPACING		
TRANSVERSE	LONGITUDINAL	
15'-0"	UNDER 30'	30' & OVER
	1/2 WIDTH	1/3 WIDTH

DETAIL NO. 1
JOINT LAYOUT

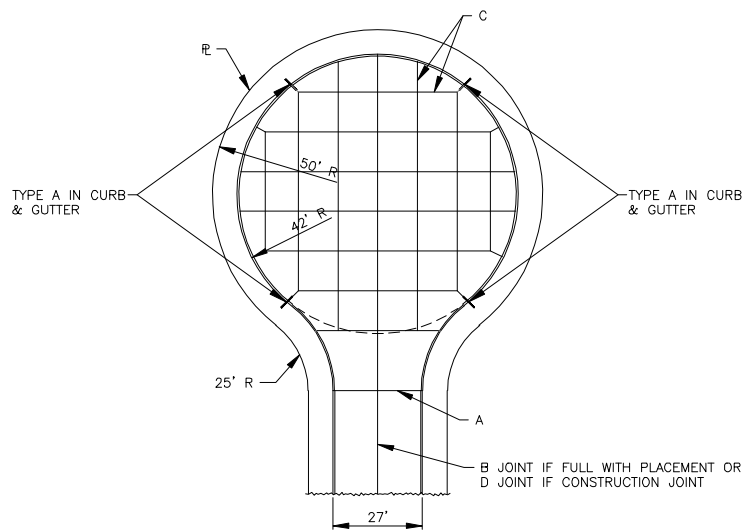


LOAD TRANSFER CONSTRUCTION JOINT (NO KEY WAY) OR (CONNECT TO EXISTING PAVEMENT SEE NOTE 9)

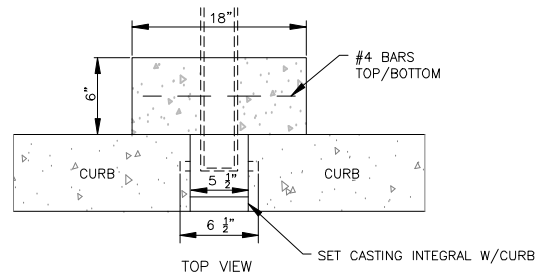
DETAIL NO. 3
LONGITUDINAL & TRANSVERSE JOINTS



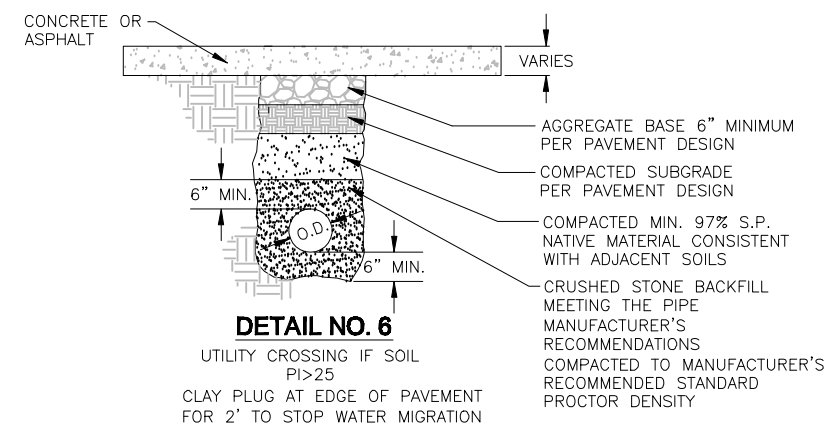
DETAIL NO. 4
CONCRETE CURB & GUTTER



DETAIL NO. 2
CUL-DE-SAC



DETAIL NO. 5
STORM WATER CURB OPENING



DETAIL NO. 6

UTILITY CROSSING IF SOIL PI > 25
CLAY PLUG AT EDGE OF PAVEMENT FOR 2' TO STOP WATER MIGRATION

CONSTRUCTION NOTES

JOINT AND CONCRETE CURB & GUTTER NOTES

- CONTRACTION JOINTS SHALL BE SAWS AS SOON AS CONCRETE WILL CUT WITHOUT RAVELING. THE SAWING SHOULD BEGIN ON THE POUR MADE YESTERDAY BEFORE THE POUR BEGINS TODAY, IF CONCRETE WILL CUT WITHOUT RAVELING.
- GROOVES IN JOINTS MAY BE FORMED BY: (A) TEMPORARY EMBEDMENT OF A SUITABLE MANDREL; (B) INSTALLATION OF A THIN STRIP OF PRE-MOLDED JOINT FILLER MATERIAL; (C) SAWING THE PAVEMENT AFTER THE CONCRETE HAS HARDENED.
- GROOVES IN JOINTS WILL BE THOROUGHLY CLEANED OUT BEFORE ANY SEALING FILLER IS POURED.
- JOINT SEALER SHALL MEET REQUIREMENTS NOTED IN SECTION 701.08 OF THE LATEST EDITION OF THE OKLAHOMA DEPARTMENT OF TRANSPORTATION'S STANDARD SPECIFICATIONS ACCEPTABLE HOT POURED JOINT SEALER PRODUCTS INCLUDE W.R. MEADOWS #164, W.R. MEADOWS HI-SPEC OR APPROVED EQUAL. ACCEPTABLE COLD POURED JOINT SEALER PRODUCTS INCLUDE W.R. MEADOWS GARDOX, DOW CORNING 890SL, DOW CORNING 888 OR APPROVED EQUAL.
- TYPE "D" JOINTS SHALL BE USED AT THE END OF A DAY'S WORK. (SIDE AND END)
- WHEN PAVEMENT IS ASPHALT, SLIP-FORM OR FORMED-IN-PLACE CURB AND GUTTER SHALL HAVE 3/4" TYPE A EXPANSION JOINTS SPACED AT 100' C/C MAX. AND AT RADIUS POINTS OF ALL INTERSECTIONS AND HORIZONTAL CURVES WITH A MINIMUM OF 2 LOAD TRANSFER DOWELS WITH CUPS AT EACH EXPANSION JOINT. TONGUE AND GROOVE OR SAWS JOINTS SHALL BE SPACED AT 15' C/C MAXIMUM BETWEEN EXPANSION JOINTS. EXPANSION JOINT FILLER IN THE CURBS SHALL EXTEND TO WITHIN 1" OF THE FACE AND TOP OF CURB AND SHALL THEN BE FILLED TO SURFACE WITH JOINT SEALER.
- WHEN PAVEMENT IS CONCRETE, 3/4" EXPANSION JOINTS SHALL BE INSTALLED AT ALL STRUCTURES. TYPE A JOINTS SHALL BE INSTALLED AT ALL RADIUS POINTS OF INTERSECTIONS AND ALL HORIZONTAL CURVES.
- USE CHAIRS FOR 3/8" TIE BAR (TYPE "B"), AND APPROVED BAR SUPPORT FOR #6 SMOOTH DOWEL BARS.
- CONNECTION TO EXISTING CONCRETE PAVEMENT SHALL BE MADE BY DOWELING WITH #5x30" REBAR @ 24" C/C. DRILL AND EPOXY 9" INTO EXISTING PAVEMENT.
- CURB AND GUTTER FOR ASPHALT STREET SHALL BE PER DETAIL #4.
- CURB FOR CONCRETE STREET SHALL BE INTEGRAL WITH THE PAVEMENT OR SHALL BE POURED AS CURB AND GUTTER AS PER DETAIL #4.
- P.C. CONCRETE VALLEY GUTTERS (36" WIDE/6" DEPTH) ARE TO BE CONSTRUCTED TO CARRY DRAINAGE FLOW AT INTERSECTIONS ON ASPHALT PAVEMENT STREETS PER DETAIL NO. 6.
- ANY EXCAVATION WITHIN THE STREET RIGHT OF WAY SHALL BE COMPACTED TO 90% STANDARD PROCTOR DENSITY TO TOP OF CURB ELEVATION.

Record Plans
TO THE BEST OF MY KNOWLEDGE, FROM THE INFORMATION AVAILABLE, THESE PLANS ARE SUBSTANTIALLY COMPLIANT WITH FIELD CONSTRUCTION.
BY: [Signature]
DATE: [Date]

STANDARD DETAILS
SUBDIVISION STREETS - 1

CITY OF LAWTON
ENGINEERING DIVISION

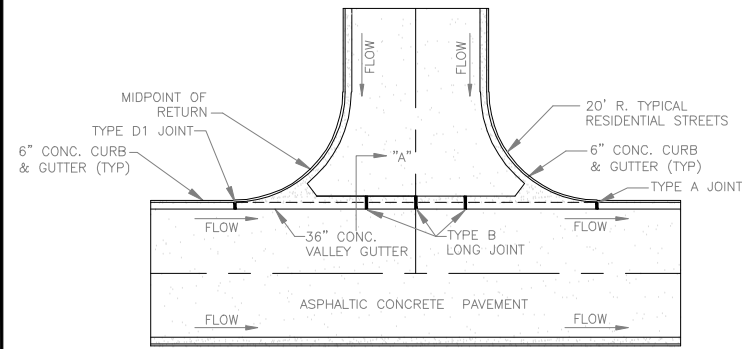
PROJECT NO.:	DATE:
CITY ENGINEER UPDATE	JULY 2008
CITY ENGINEER UPDATE	OCTOBER 2007
CITY ENGINEER UPDATE	JANUARY 2008
CITY ENGINEER UPDATE	JUNE 2010
CITY ENGINEER UPDATE	AUGUST 2011
CITY ENGINEER UPDATE	MARCH 2012

DESIGNED BY: G. HENNESSEE
DRAWN BY: S. MALICQAT
AS BUILT DATE: [Blank]
SHEET 0 OF 0

CONSTRUCTION NOTES

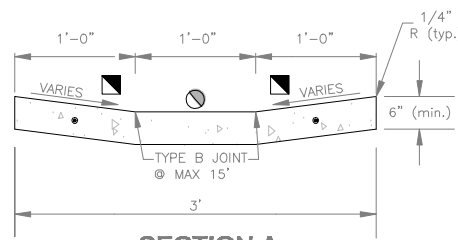
TYPICAL STREET CROSS-SECTION NOTES

1. COMPACT FILL 3' BEHIND CURB TO 90% STANDARD PROCTOR DENSITY.
2. PAVEMENT DESIGN SHALL BE IN ACCORDANCE WITH CITY OF LAWTON MODIFIED AASHTO STANDARDS LATEST EDITION.
3. ALL MATERIALS, CONSTRUCTION METHODS AND TESTING SHALL BE IN ACCORDANCE WITH THE LATEST EDITION OF THE OKLAHOMA DEPARTMENT OF TRANSPORTATION'S STANDARD SPECIFICATIONS FOR HIGHWAY CONSTRUCTION.
4. CONTRACTOR SHALL FURNISH CUT/FILL DATA FOR TOP OF CURB STAKES PRIOR TO CONSTRUCTION.
5. ASPHALT PAVEMENT LIFTS SHALL BE A MAXIMUM OF 4".
6. NON-WOVEN GEOTEXTILE FABRIC SHALL BE SUPAC 5NP AS MANUFACTURED BY PHILLIPS FIBER CORPORATION OR APPROVED EQUAL.
7. IF COMPLETED SUBGRADE ARE NOT COVERED WITHIN 24 HOURS, THEY SHALL BE PRIME COATED OR RETESTED PRIOR TO APPLICATION OF COVER MATERIAL. REQUIRED DENSITY WITHIN 48 HOURS OF COVER.
8. TACK COAT SHALL BE REQUIRED IF ASPHALT LIFTS ARE NOT PLACED THE SAME DAY.
9. CONCRETE STRENGTH TESTING
 - A. 1 SET CYLINDER FOR FIRST 70 CY AND ONE ADDITIONAL SET FOR EACH 125 CY THERE AFTER.
 - B. 1 SET OF BEAMS FOR EACH DAY OF PAVEMENT PLACEMENTS.



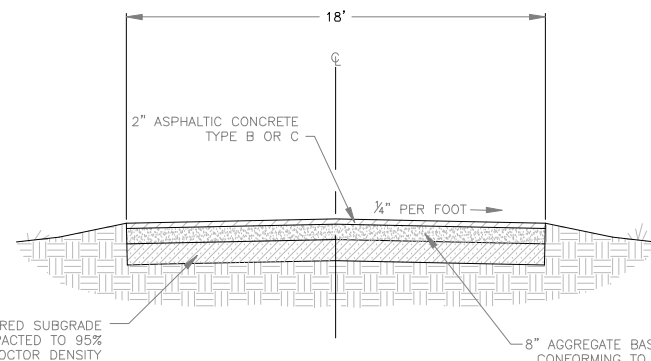
DETAIL NO. 6

TYPICAL INTERSECTION VALLEY GUTTER



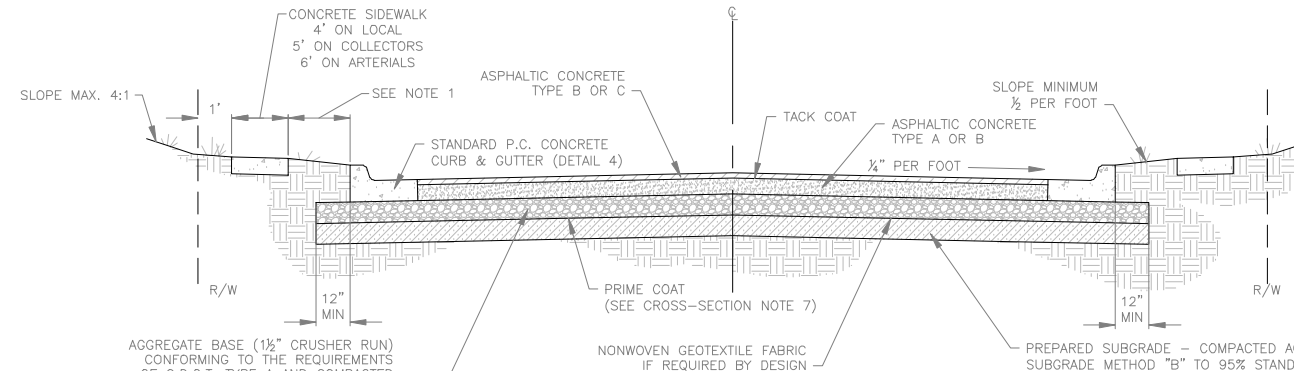
SECTION A

CONCRETE VALLEY GUTTER



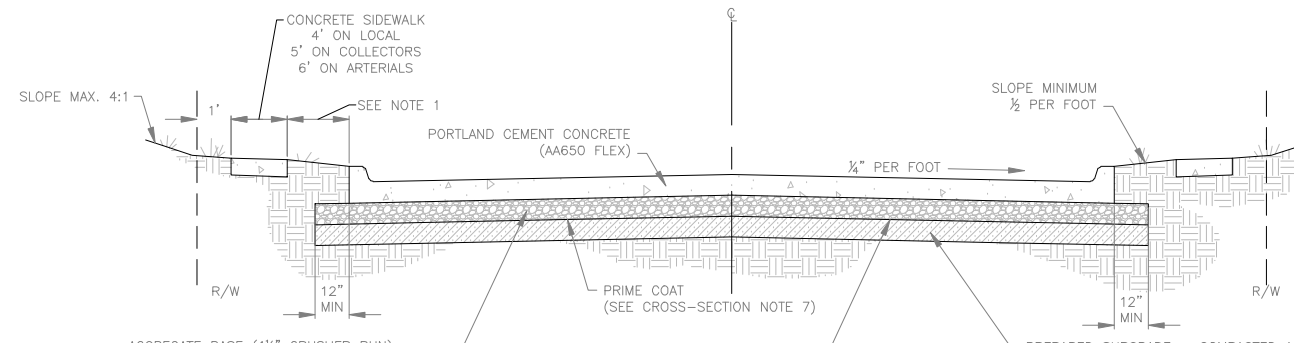
DETAIL NO. 9

ALL WEATHER ROAD FOR FIRE AND EMERGENCY VEHICLE ACCESS



DETAIL NO. 7

ASPHALTIC CONCRETE SURFACING

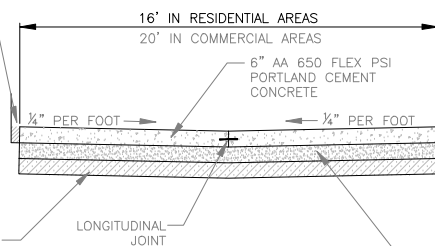


DETAIL NO. 8

PORTLAND CEMENT CONCRETE SURFACING

TYPICAL STREET CROSS-SECTIONS

NOTE: 1/2" MINIMUM PREMOULDED EXPANSION JOINT MATERIAL SHALL BE PLACED BETWEEN THE PAVEMENT SLAB AND ALL RIGID STRUCTURES PROJECTING INTO OR CONFINED WITHIN THE PAVEMENT SLAB.



DETAIL NO. 10

TYPICAL SECTION FOR P.C. CONCRETE ALLEY PAVING

DESIGN P.I. _____

CITY OF LAWTON MODIFIED AASHTO DESIGN TABLE
(TO BE FILLED OUT FOR EACH PROJECT)

MATERIAL	FLEXIBLE PAVEMENT			DESIGN THICKNESS
	ALTERNATE #1	ALTERNATE #2	ALTERNATE #3	
ASPHALTIC CONCRETE (SURFACE COURSE) TYPE _____	2" MIN.	2" MIN.	2" MIN.	
ASPHALTIC CONCRETE TYPE A OR B	4" MIN.	4" MIN.	4" MIN.	
SUBBASE	6" MIN. AGG. W/ FABRIC	6" MIN. AGG. W/O FABRIC	8" MIN. RECYCLED ASPH. CONC.	
SUBGRADE PREPARED, COMPACTED & PRIMED	6" MIN.	6" MIN.	6" MIN.	

DESIGNED BY: _____ P.E.

DESIGN P.I. _____

CITY OF LAWTON MODIFIED AASHTO DESIGN TABLE
(TO BE FILLED OUT FOR EACH PROJECT)

MATERIAL	RIGID PAVEMENT			DESIGN THICKNESS
	ALTERNATE #1	ALTERNATE #2	ALTERNATE #3	
P.C. CONCRETE (AA 650 FLEX P.S.I.)	AS REQUIRED BY FIG. 4A OR 4B; ORD. 90-2	AS REQUIRED BY FIG. 4A OR 4B; ORD. 90-2	AS REQUIRED BY FIG. 4A OR 4B; ORD. 90-2	
SUBBASE	5" MIN. AGG. W/ FABRIC	6" MIN. AGG. W/O FABRIC	8" MIN. RECYCLED ASPH. CONC. W/O FABRIC	
SUBGRADE PREPARED, COMPACTED & PRIMED	6" MIN.	6" MIN.	6" MIN.	

DESIGNED BY: _____ P.E.



STANDARD DETAILS SUBDIVISION STREETS - 2

CITY OF LAWTON ENGINEERING DIVISION

PROJECT NO.:	DATE:
CITY ENGINEER UPDATE	JANUARY 2007
CITY ENGINEER UPDATE	JANUARY 2006
CITY ENGINEER UPDATE	OCTOBER 2009
CITY ENGINEER UPDATE	JULY 2011
CITY ENGINEER UPDATE	AUGUST 2011
CITY ENGINEER UPDATE	MARCH 2012

DESIGNED BY: G. HENNESSEE DRAWN BY: S. MALICQAT AS BUILT DATE: _____ SHEET 0 OF 0

28 October 2024

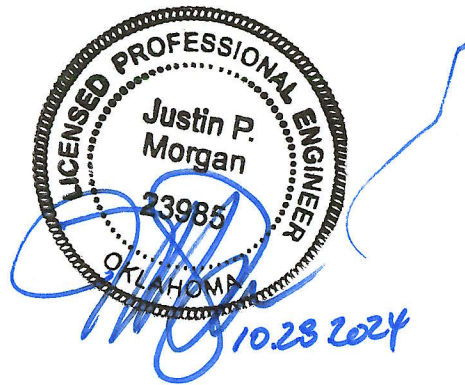
Sneha Dongre
Associate Civil Engineer
City of Lawton
Engineering Department
580.581.3385
sneha.dongre@lawtonok.gov

RE: 23244 Braum's, Sheridan Ave, Lawton – Letter of Certification for Record Drawings

Sneha,
Based on conversations with the contractor and owner, the Braum's project (Project No. 23244) located at 151 NW Sheridan Road was constructed without any changes to the plans. I have attached stamped Record Drawings that comply with all City of Lawton governing ordinances and drainage standards. The drainage calculations on the original plans are still correct as well.

Respectfully,

Justin P Morgan, PE



MAINTENANCE BOND

Bond Number: 72685928

KNOW ALL PERSONS BY THESE PRESENTS, That we Braum's Inc _____ of _____ of 151 NW Sheridan Road, Lawton, OK 73507 _____, hereinafter referred to as the Principal, and WESTERN SURETY COMPANY _____, as Surety, are held and firmly bound unto City of Lawton _____ of Lawton, OK _____, hereinafter referred to as the Oblige, in the sum of Thirty Six Thousand Two Hundred Seventy Eight and 74 Dollars (\$ 36,278.74 _____), for the payment of which we bind ourselves, our legal representatives, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the said Principal entered into a contract with the City of Lawton _____ dated _____, for Cost of Materials, Equipment & Labor For The Completed Traffic Intersection _____.

WHEREAS, said contract provides that the Principal will furnish a bond conditioned to guarantee for the period of two (2) year(s) after approval of the final estimate on said job, by the owner, against all defects in workmanship and materials which may become apparent during said period, and

WHEREAS, the said contract has been completed, and was approved on November 12th _____, 2024 _____

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH that, if the Principal shall indemnify the Oblige for all loss that the Oblige may sustain by reason of any defective materials or workmanship which become apparent during the period of two (2) year(s) from and after November 12th, 2024 then this obligation shall be void, otherwise to remain in full force and effect.

SIGNED, SEALED AND DATED this 12th day of November _____, 2024 _____.

Braum's Inc _____
 (Principal)
 By Clair Braum _____ (Seal)

WESTERN SURETY COMPANY _____
 (Surety)
 By Jennifer Winters _____ (Seal)
 Jennifer Winters Attorney-in-Fact



CNA SURETY

The State of Oklahoma requires we inform you of the following:

WARNING: Any person who knowingly, and with intent to injure, defraud or deceive any insurer, makes any claim for the proceeds of an insurance policy containing any false, incomplete or misleading information is guilty of a felony.

Form F2637-3-2012

Western Surety Company

POWER OF ATTORNEY - CERTIFIED COPY

Bond No. 72685928

Know All Men By These Presents, that WESTERN SURETY COMPANY, a corporation duly organized and existing under the laws of the State of South Dakota, and having its principal office in Sioux Falls, South Dakota (the "Company"), does by these presents make, constitute and appoint Jennifer Winters

its true and lawful attorney(s)-in-fact, with full power and authority hereby conferred, to execute, acknowledge and deliver for and on its behalf as Surety, bonds for:

Principal: Braum's Inc

Obligee: City of Lawton

Amount: \$1,000,000.00

and to bind the Company thereby as fully and to the same extent as if such bonds were signed by the Vice President, sealed with the corporate seal of the Company and duly attested by its Secretary, hereby ratifying and confirming all that the said attorney(s)-in-fact may do within the above stated limitations. Said appointment is made under and by authority of the following bylaw of Western Surety Company which remains in full force and effect.

"Section 7. All bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, any Assistant Secretary, Treasurer, or any Vice President or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile."

This Power of Attorney may be signed by digital signature and sealed by a digital or otherwise electronic-formatted corporate seal under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated the 27th day of April, 2022:

"RESOLVED: That it is in the best interest of the Company to periodically ratify and confirm any corporate documents signed by digital signatures and to ratify and confirm the use of a digital or otherwise electronic-formatted corporate seal, each to be considered the act and deed of the Company."

If Bond No. 72685928 is not issued on or before midnight of November 26th, 2026, all authority conferred in

this Power of Attorney shall expire and terminate.

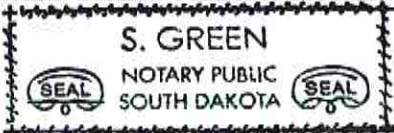
In Witness Whereof, Western Surety Company has caused these presents to be signed by its Vice President, Larry Kasten, and its corporate seal to be affixed this 12th day of November 2024.



WESTERN SURETY COMPANY

Larry Kasten
Larry Kasten, Vice President

On this 12th day of November, in the year 2024, before me, a notary public, personally appeared Larry Kasten, who being to me duly sworn, acknowledged that he signed the above Power of Attorney as the aforesaid officer of WESTERN SURETY COMPANY and acknowledged said instrument to be the voluntary act and deed of said corporation.



My Commission Expires February 12, 2027

S. Green
Notary Public - South Dakota

I the undersigned officer of Western Surety Company, a stock corporation of the State of South Dakota, do hereby certify that the attached Power of Attorney is in full force and effect and is irrevocable, and furthermore, that Section 7 of the bylaws of the Company as set forth in the Power of Attorney is now in force.

In testimony whereof, I have hereunto set my hand and seal of Western Surety Company this 12th day of November 2024.



WESTERN SURETY COMPANY

Larry Kasten
Larry Kasten, Vice President

CITY PLANNING COMMISSION

WAYNE GILLEY AUDITORIUM

November 14, 2024

Minutes of the City Planning Commission meeting held November 14, 2024, 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 1:30 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 (excused)

ALSO PRESENT:

Christine James, Planning Director
Christina Ryans-Huffer, Recording Secretary
Kameron Good, Senior Planner
Robert Burns, Planner I
Wesley Simmons, Assistant City Attorney
Dewayne Burk, Deputy City Manager
Richard Rogalski, LEDC
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 October 24, 2024.**

Motion by Medders, Second by Smith to approve the minutes from the regular scheduled meeting from October 24, 2024 as written **Aye:** Busse, Jarvis, Jester, Smith, Medders, Logan, Springborn, Denham **Nay:** None **Motion Passed 8-0**

2. **Consider approving an Annual Meeting Notice for calendar year 2025, allowing for floor amendments if necessary.**

Motion by Smith, Second by Logan to approve Annual Meeting Notice Option B for the calendar year 2025 meeting on the Thursday following each regularly scheduled meeting of the Lawton City Council except for November 2025 and December 2025 will meet only on the 1st Thursday of the month **Aye:** Jarvis, Jester, Smith, Medders, Logan, Springborn, Denham, Busse **Nay:** None **Motion Passed 8-0**

3. **Consider approving a resolution determining that the Second Amended Skills Training, Education, Development and Investment (STEDI) Project Plan is in conformance with the Comprehensive Land Use (Master) Plan of the City of Lawton and recommending to the City Council that it approve and adopt the Second Amended STEDI Project Plan.**

Richard Rogalski gave a presentation on the Second Amended Skills Training, Education, Development and Investment (STEDI) Project Plan.

On December 10, 2019, the City Council of Lawton adopted the Skills Training, Education, Development and Investment (STEDI) Project Plan for the creation of tax increment financing districts, pursuant to the Oklahoma Local Development Act, 62 O.S. § 850, *et seq.* (“Act”), to provide the legal and financial framework necessary to attract and support non-retail business expansion in the City’s West Side Industrial Park and the Airport Industrial Park, and thereafter approved a minor amendment on December 29, 2023 to further refine and clarify the City’s strategies, objectives, and goals outlined therein.

The City now desires to approve an amendment to the STEDI Project Plan, aimed to further promote and accelerate non-retail business development, investment and job creation, in conjunction with the City's other strategies. This Second Amended STEDI Project Plan provides the necessary financial and legal authorizations for the City of Lawton to continue implementing its long-range strategy for Skills Training, Education, Development, and Investment. The primary objectives are to attract and support Non-Retail Business growth, advance STEM education, develop supporting workforce training programs, provide home buyer assistance to assist the new Non-Retail Business workforce with acquiring a home in Lawton, and drive economic development in Lawton and the broader Southwest Oklahoma region, in collaboration with local, state and federal partners.

This Second Amended Project Plan is essential for fostering public-private partnerships that promote Non-Retail Business development in Lawton, ultimately leading to thousands of new jobs, several hundred million dollars of new private investment, and an enhanced quality of life for the community. The goals of this Second Amended Project Plan include financing public infrastructure and improvements to attract and support future Non-Retail Business recruitment, leading to increased quality employment opportunities in the community. The Non-Retail Business growth and expansion may include innovative businesses, high-technology businesses, and light industrial as well as manufacturing. Effective workforce training and enhanced STEM education are critical to achieving these objectives. A key benefit of this Second Amended Project Plan is its ability to accelerate new business activities, investment and job creation, which in turn will enhance school district revenues and increase property taxes outside the increment districts. Accordingly, the first priorities are to develop infrastructure, provide incentives, and acquire land for development. In addition to financing the critical public infrastructure and development incentives, this Second Amended Project Plan authorizes revenue allocations to: (a) provide a specific revenue source to the affected taxing jurisdictions within the respective increment districts, (b) fund programs and initiatives developed under the STEM Strategic Plan, (c) provide workforce training programs, and (d) provide home buyer assistance for the new workforce.

Attached is the Power Point presentation.

Denham asked where is the extra funding for the schools and the 2 other programs coming from?

Rogalski responded it comes out of those two largest categories, which is Public Improvements and Project Support. That's where it's comes out of but those are 2 very large categories. And again, the pie is bigger and it's not a lot. Basically about 15% of the Revenue goes to the taxing authorities.

Motion by Jarvis, Second by Medders to approve a resolution determining that the Second Amended Skills Training, Education, Development and Investment (STEDI) Project Plan is in conformance with the Comprehensive Land Use (Master) Plan of the City of Lawton and recommending to the City Council that it approve and adopt the Second Amended STEDI Project Plan **Aye:** Jester, Smith, Medders, Logan, Springborn, Denham, Busse, Jarvis **Nay:** None **Motion Passed 8-0**

4. **Consider holding a public hearing and recommending approval of an ordinance modifying Sections 18-5-8-580 and 18-5-9-591, by allowing P-F Public Facilities permitted uses within a C-1 Local Commercial District and within a C-2 Planned Neighborhood Shopping Center District and allowing for floor amendments if necessary.**

James stated over the last few months, we've had a couple inquiries regarding if a Use is allowed in P-F could be used in a Commercial District or in an Industrial District. The list of P-F uses are included in your packet but they have to do with schools, post office and things like that. Most of the time we allow P-Fs in Residential Districts. So, it didn't really make sense to us if we allow P-F in the middle of Residential Districts, why wouldn't they not be allowed in Commercial or Industrial Districts. So, we drafted this Ordinance and here it is for you today. So this would allow any Uses listed in the P-F to also be included uses in C-1 and C-2 which ultimately when you consolidate all of the zonings it will also allow it in the Industrial Districts if that's where they wanted to go. If anyone has any questions I would be more than happy to answer them for you.

Denham asked what were some of the items that was requested?

James responded it has to do with schools, private schools. It didn't make sense that we would allow them in the middle of a Residential District and not a Commercial District.

Denham asked any questions for Christine? Seeing none I'll go ahead and declare the Public hearing open, anybody that would like to speak for or against this Ordinance change please approach the podium. Seeing no one approach we'll close the Public hearing.

Motion by Smith, Second by Logan to recommend to the City Council approval of an ordinance modifying Sections 18-5-8-580 and 18-5-9-591, by allowing P-F Public Facilities permitted uses within a C-1 Local Commercial District and within a C-2 Planned Neighborhood Shopping Center District **Aye:** Smith, Medders, Logan, Springborn, Denham, Busse, Jarvis, Jester **Nay:** None **Motion Passed 8-0**

5. **Consider approving the record drawings and maintenance bond for the 8-inch sanitary sewer line located on the west side of SW Brentwood Blvd, to serve a Dollar General located at 7010 SW Lee Blvd, Lawton, OK 73505, and take appropriate action as deemed necessary.**

Good stated good afternoon Kameron Good with the Planning Department. This was an 8-inch sanitary sewer line that was to serve the Dollar General. This is located on the west side of SW Brentwood Blvd tied into an existing sanitary sewer in the Brentwood Addition Part 3B. Construction plans were approved by Council on June 11, 2024. This item would be to accept the record drawings and Maintenance bond. The maintenance bond is in the amount of \$11,010.00. Public Utilities have reviewed the record drawings and recommends approval. If you have any questions I'd be happy to answer them.

Motion by Smith, Second by Logan to recommend to the City Council to approve the record drawings and maintenance bond for the 8-inch sanitary sewer line located on the west side of SW Brentwood Blvd, to serve a Dollar General located at 7010 SW Lee Blvd, Lawton, OK 73505 **Aye:** Smith, Medders, Logan, Springborn, Denham, Busse, Jarvis, Jester **Nay:** None **Motion Passed 8-0**

6. **Consider accepting the record drawings and maintenance bond for the offsite improvements modifying the traffic control system and adding a left turn lane on NW Sheridan Road, just south of NW Lake Ave, to serve property located at 151 NW Sheridan and take appropriate action as deemed necessary.**

Good stated Kameron Good, Planning Department. This is to accept the offsite improvement for a left turn lane on the south bound traffic for Sheridan Road, which is just north of Gore. This is to serve the new Braum's location. This is to accept the turn lane and the traffic signal improvement. This was taken to Council and approved on Construction plans on July 9, 2024. The maintenance bond is in the amount of \$36,278.74. There will be one condition upon the approval if you choose to approve this it is to change the date of acceptance on the Maintenance bond as the date it gets accepted by Council. Right now, they have it listed a date that is ahead of the Council date. They are working to get that updated, it just didn't get us the bond, the corrected bond, for today. But they are actively working on that but that would need to be a condition.

Motion by Logan, Second by Medders to recommend approval to City Council for accepting the record drawings and maintenance bond for the offsite improvements modifying the traffic control system and adding a left turn lane on NW Sheridan Road, just south of NW Lake Ave, to serve property located at 151 NW Sheridan **Aye:** Medders, Logan, Springborn, Denham, Busse, Jarvis, Jester, Smith **Nay:** None **Motion Passed 8-0**

Commissioner's Reports or Comments

None

Secretary's Report

James stated I would like to introduce Wesley Simmons, He is the newest Attorney in the Attorney's Office. We welcome him aboard. Also, Darren Medders did get re-appointed for this Board.

Good stated we had 2 Code changes that went to Council and were accepted, the ADA Figures is now updated and a change in the Addressing Code how we address.

Audience Participation

None

Adjournment

Motion by Logan, Second by Smith to adjourn the meeting all in favor **Aye:** Logan, Springborn, Denham, Busse, Jarvis, Jester, Smith, Medders **Nay: None Motion Passed 8-0**

With no further business the meeting was adjourned at 2:08 pm.

These meeting minutes were approved by the CPC members at their meeting on

David Denham

Chairman

City Planning Commission

City of LAWTON

Second Amended SKILLS TRAINING, EDUCATION, DEVELOPMENT, AND INVESTMENT (STEDI) Project Plan

City Planning Commission Meeting

November 14, 2024



WHY are we doing this?

The STEDI Project Plan is a critical Tool for Economic Development

- The Median Family income in Lawton is \$10,000 lower than the Median Family Income for Oklahoma, which is \$13,000 lower than the national value.
- If Lawton was just equal to the state median income, our community would share an additional **\$331 million** per year in income. Imagine the impact of that wealth would have on every aspect of the Lawton Community. This increase would not just be limited to Lawton but would extend to all our surrounding communities.
- The real goal of Economic Development is not just about improving the economics of our community but to improve the lives of our citizens.
- Quality jobs provide us with purpose, dignity, and prosperity; they empower us to move beyond the limits of poverty and blight.

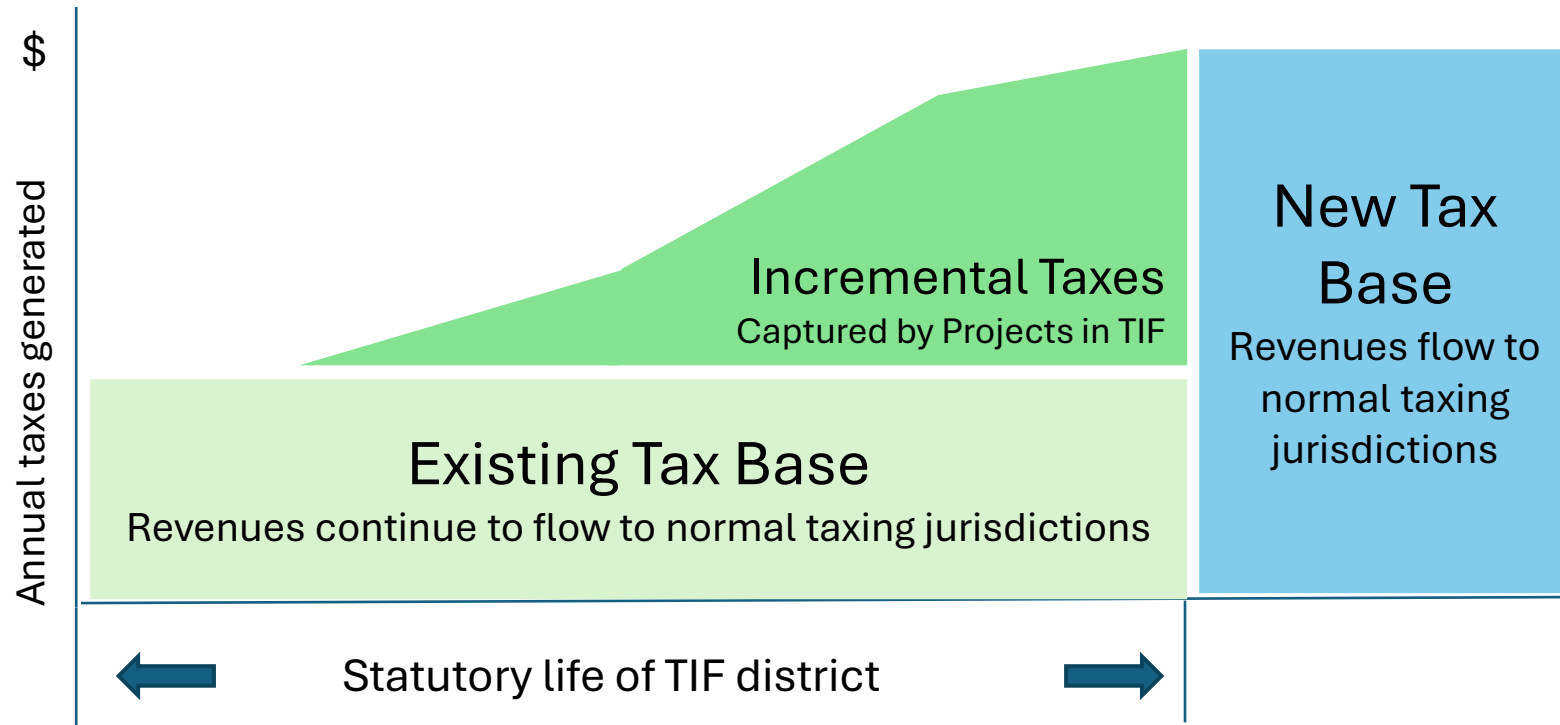
Legal Basis for TIF in Oklahoma

- Oklahoma Constitution, Article X, Section 6C
 - Authorizes TIF legislation
- Oklahoma Local Development Act, 62 O.S.
- § 850, *et seq.*
 - Allows cities, towns, and counties to implement TIF districts in areas that are unproductive, undeveloped, underdeveloped, or blighted
 - TIF is a tool for use when investment, development, or economic growth are difficult, but possible, when TIF is used

What is a TIF?

- A TIF allows a city to direct the apportionment of an increment of certain local taxes and fees to finance public project costs in order to stimulate development in the area
- The increment is:
 - the portion of the ad valorem taxes produced by the increased value of the property in the TIF district as measured from the date the TIF is passed, and/or
 - the portion of sales taxes collected each year that are generated by the project(s) in a TIF district

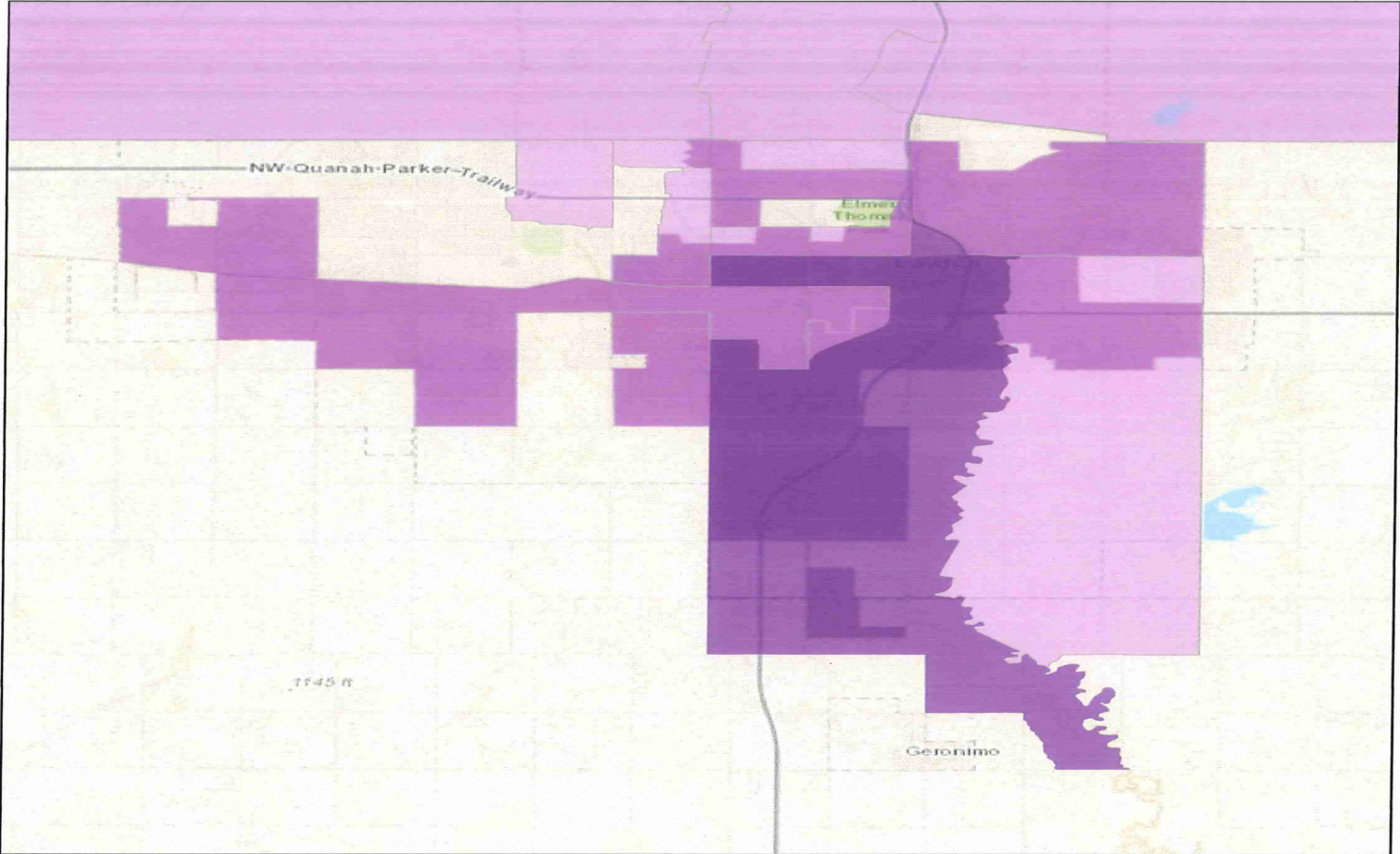
Value Generation and Capture— Basic TIF Model



Eligibility— Where can TIF be used?

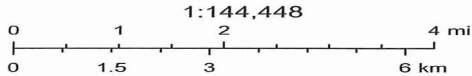
- **“Enterprise area”** – any area within a designated state or federal enterprise zone
- **“Historic preservation area”** – an area listed in the National Register and subject to historic preservation zoning
- **“Reinvestment area”** – an area requiring public improvements to reverse economic stagnation or decline, serve as a catalyst for retaining or expanding employment, attract major investment to the area, preserve or enhance the tax base, or in which 50% or more of the structures are 35 or more years old

Enterprise Zones: Lawton



10/24/2019, 9:59:52 AM

- EZ Grandfathered
- Priority Enterprise Zones
- EZ Tracts



Sources: Esri, HERE, Garmin, Intermap, increment P Corp., GEBCO, USGS, FAO, NPS, NRCAN, GeoBase, IGN, Kadaster NL, Ordnance Survey, Esri Japan, METI, Esri China (Hong Kong), (c) OpenStreetMap contributors, and the GIS User Community

Texas Parks & Wildlife, Esri, HERE, Garmin, USGS, NGA, EPA, USDA, NPS |

Statutory Approval Process

- City Council initiates process through passage of a resolution convening the review committee and appointing the City's representative
- Review Committee meets and discusses project and proposed project plan
- Review Committee makes findings as to project eligibility and financial impacts, and provides its recommendation to City Council

Statutory Approval Process

- **Planning Commission determines whether the proposed project plan conforms with the comprehensive plan of the City and makes a recommendation regarding approval of the proposed project plan**
- City Council holds two public hearings before adoption
 - First public hearing – provide information and answer questions
 - Second public hearing – provide opportunity for those interested to express views
- City Council considers adoption of an Ordinance approving the proposed project plan and establishing the increment districts

Review Committee

- At their November 12, 2024, meeting, the Review Committee unanimously approved a Statement of Findings and Resolution regarding the Second Amendment of the STEDI Project Plan:
 - Finding that the proposed project area and increment district(s) are eligible and in accordance with the OLDA.
 - Finding that the financial impacts of proposed increment districts on taxing jurisdictions and business activities are a net benefit.
 - Recommending approval of the proposed project plan to the City Council.

SECOND AMENDED Project Plan OVERVIEW

- 1. Increased Direct Funding for Public Entities:**
 - **Public Schools:** To address rising demands, the amended plan increases the allocation to public school districts within the Increment Districts from 35% to 50% of the net financial benefit of total operating levies (excluding sinking funds).
 - **All Taxing Jurisdictions:** After allocating \$62M for public improvements, the increment will provide direct financial support to: (1) Great Plains Technology Center, Comanche County, and Comanche County Health Department equal to 100% of their respective annual operating levies, and (2) the Public Schools equal to 100% of the net financial benefit of the total levies of the Public Schools (excluding sinking funds).
- 2. Critical Public Improvement Needs:** The amended plan expands the public infrastructure budget to \$248 million, facilitating early-stage financing for essential improvements. This will ensure "shovel-ready" sites for Non-Retail Business development.

SECOND AMENDED Project Plan OVERVIEW

3. Work Force Training: A newly introduced budget category will support work force training, development initiatives, and internships, in collaboration with Great Plains Technology Center and other local institutions. These programs are designed to recruit and cultivate a highly skilled talent pool tailored to meet the evolving needs of new and expanding Non-Retail Businesses.

4. Home Buyer Assistance: Another new budget category, funded through the sales and use tax increment, will provide support for a home buyer assistance program, guided by policies established by the City. This program will support workforce growth while encouraging homeownership, fostering economic stability, and enhancing community development in Lawton.

SECOND AMENDED Project Plan OVERVIEW

5. Increment Districts and Project Area:

- ❖ **Increment District No. 5:** Established for a 100,000 square foot distribution center/warehouse development by Fisher59 Properties. This development represents a \$16M capital investment, retaining 60 employees and creating 30 new jobs.
- ❖ **Increment District No. 6:** Designated for the 40-acre Westwin Pilot Facility development.
- ❖ **Other Increment Districts:**
 - ❖ Increment Districts Ha, Hb and Q: Created for Westwin’s anticipated large-scale commercial refinery.
 - ❖ Increment Districts C, D, and F: Divided into smaller areas, now labelled Ca, Cb, Da, Db, Fa, and Fb, facilitating more focused development opportunities.
 - ❖ Increment Districts M, N, O, P, R, S, T, and U: Designated to support additional non-retail business opportunities.

SECOND AMENDED Project Plan OVERVIEW

- **Budget Update**

- The Second Amended Project Plan includes adjustments to the total authorized budget of Project Costs. These adjustments are driven by:
- **Expanded Public Improvements:** An increased budget allocation for critically needed public improvements to support new and existing Non-Retail Business development ensures readiness for future growth.
- **New Budget Categories:** Funding for key initiatives such as **Workforce Training** and **Home Buyer Assistance** promotes economic development and community stability.
- **Addition of New Increment Districts:** The creation of new Increment Districts broadens development opportunities and aligns with the City's long-term economic objectives.
- Together with the ongoing support for the STEM Strategic Plan, these updates reflect the City's commitment to economic stability, fostering workforce development, and comprehensive community growth.

Exhibit A
Southwest Rail Industrial Park Project Area

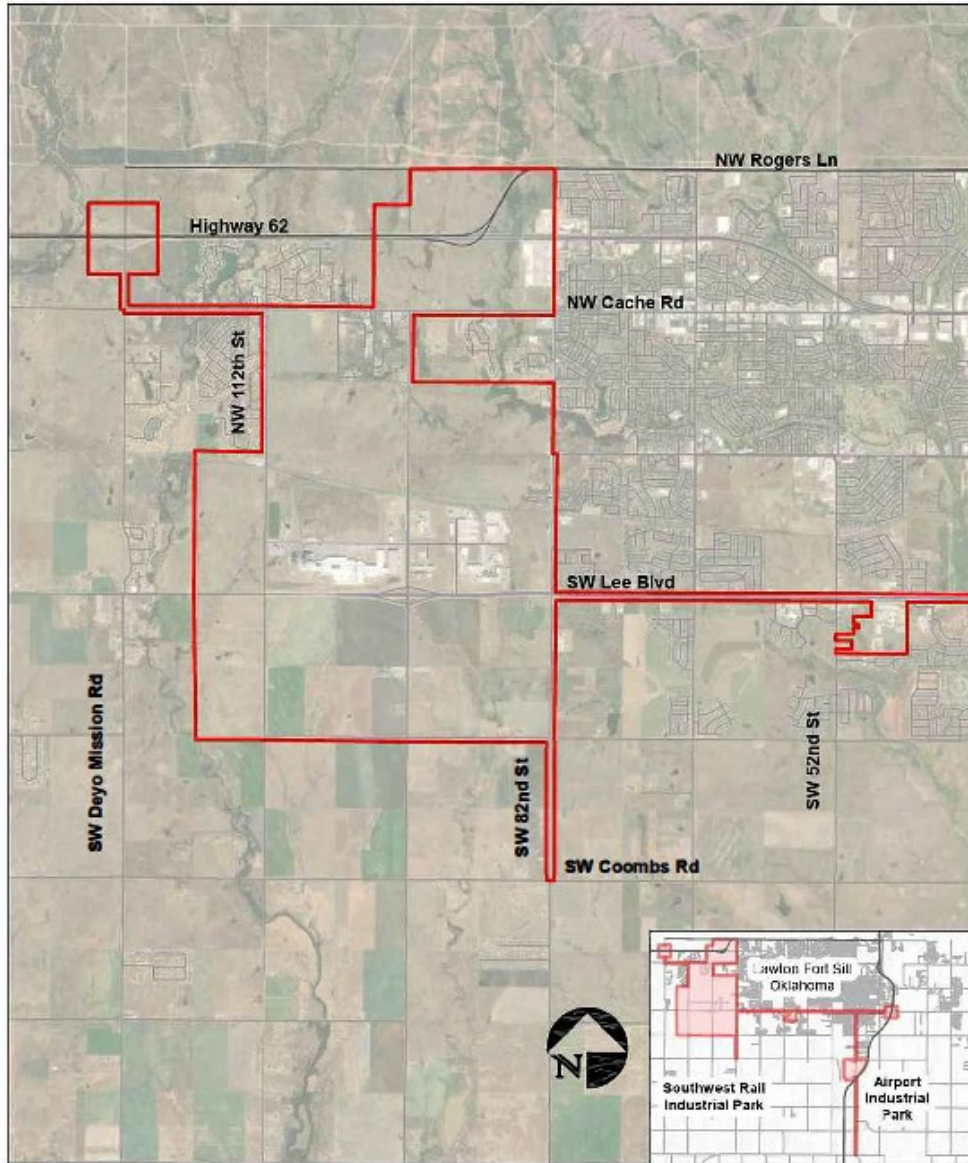


Exhibit A
Airport Industrial Park Project Area

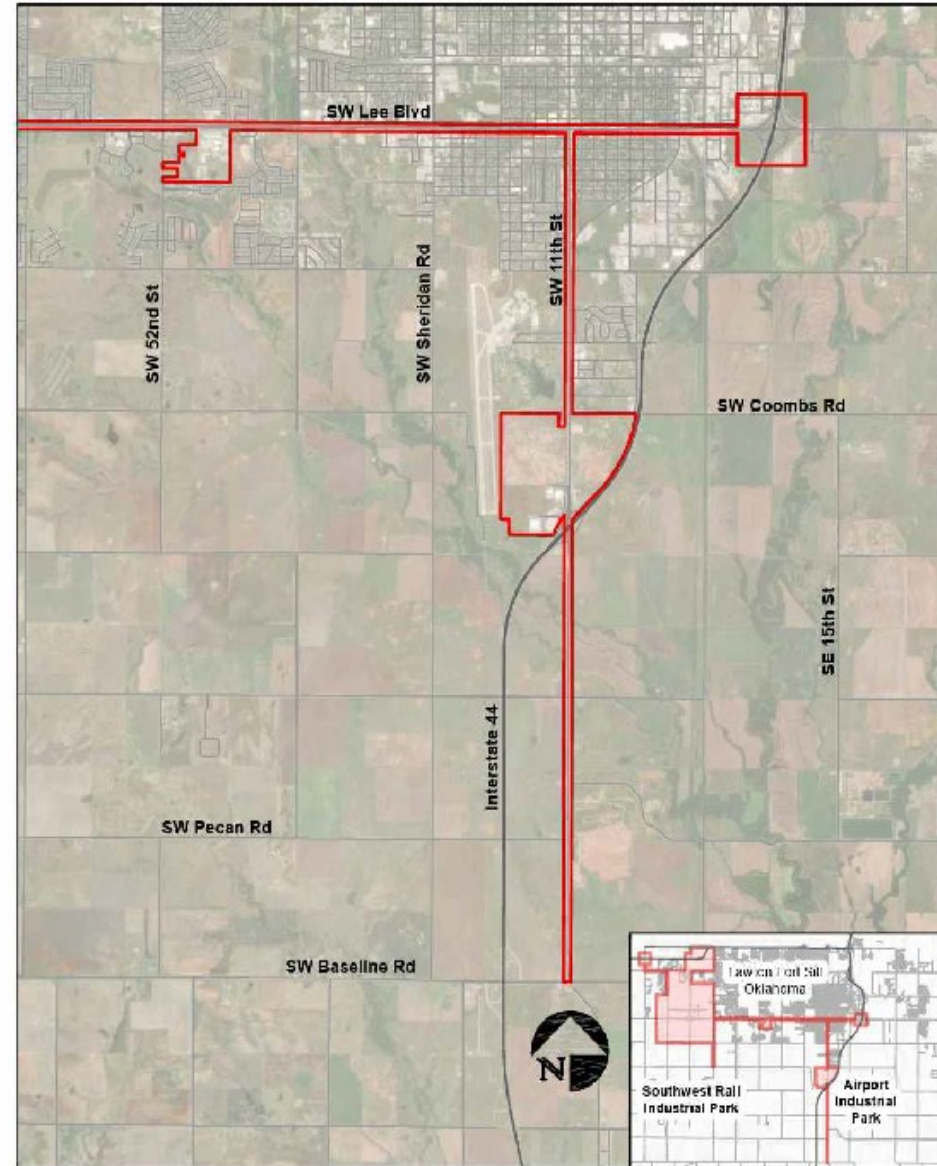


Exhibit C

Southwest Rail Industrial Park Increment Districts

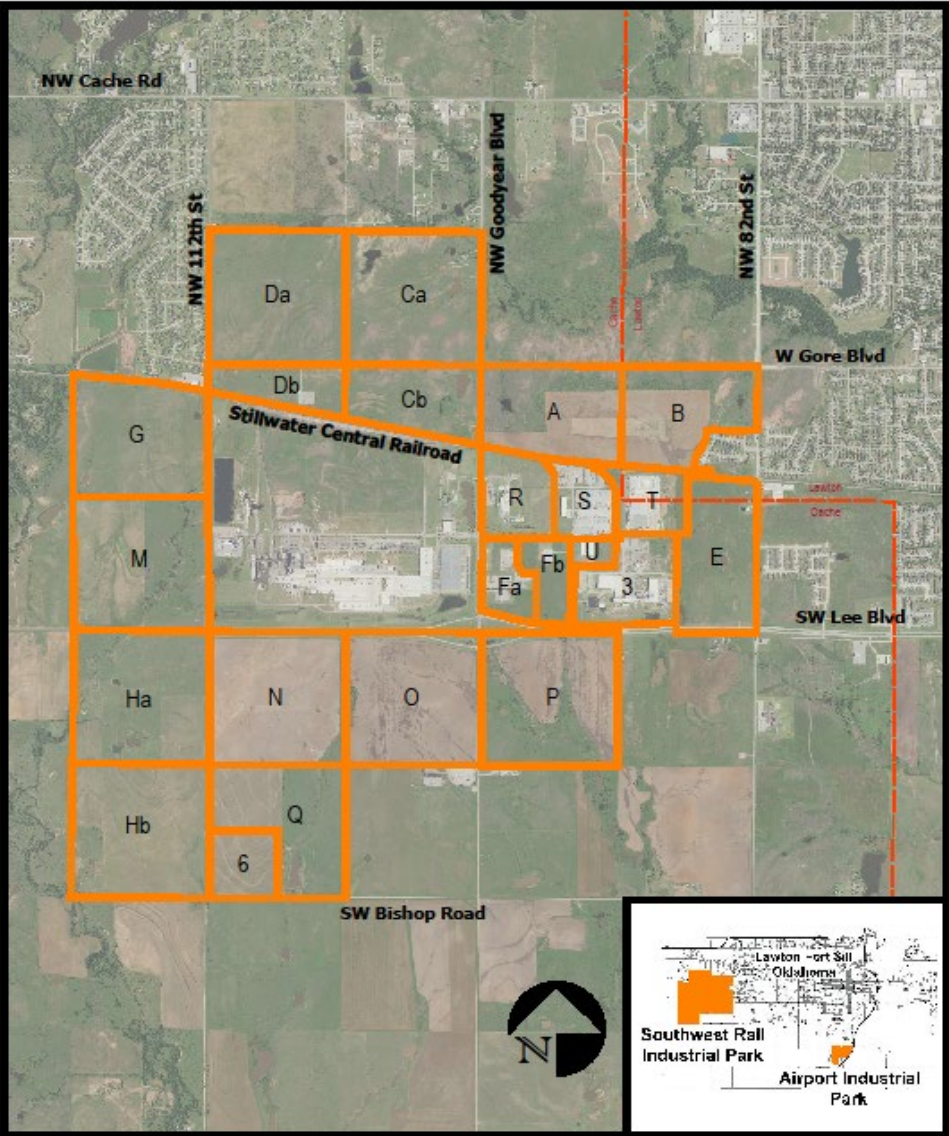


Exhibit C

Airport Industrial Park Increment Districts

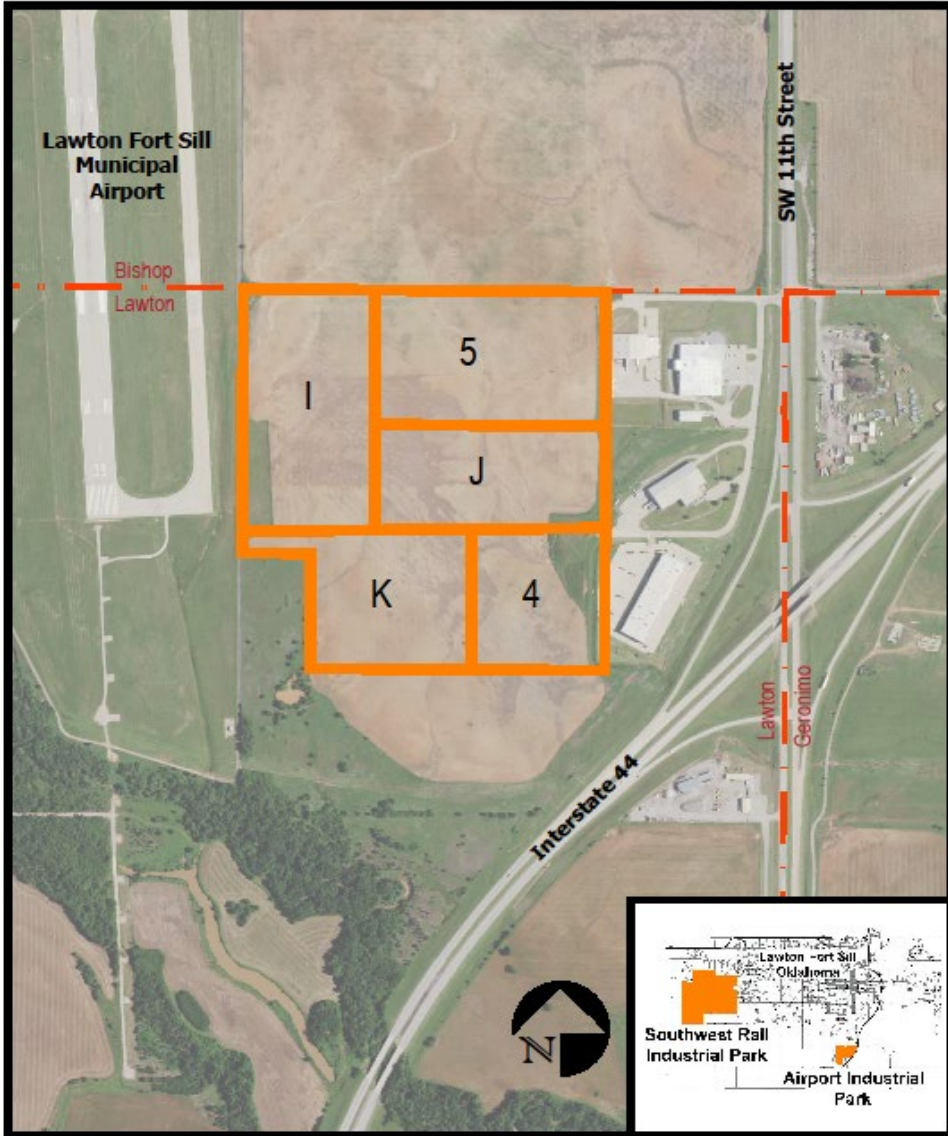


Exhibit E
Southwest Rail Industrial Park Existing Uses

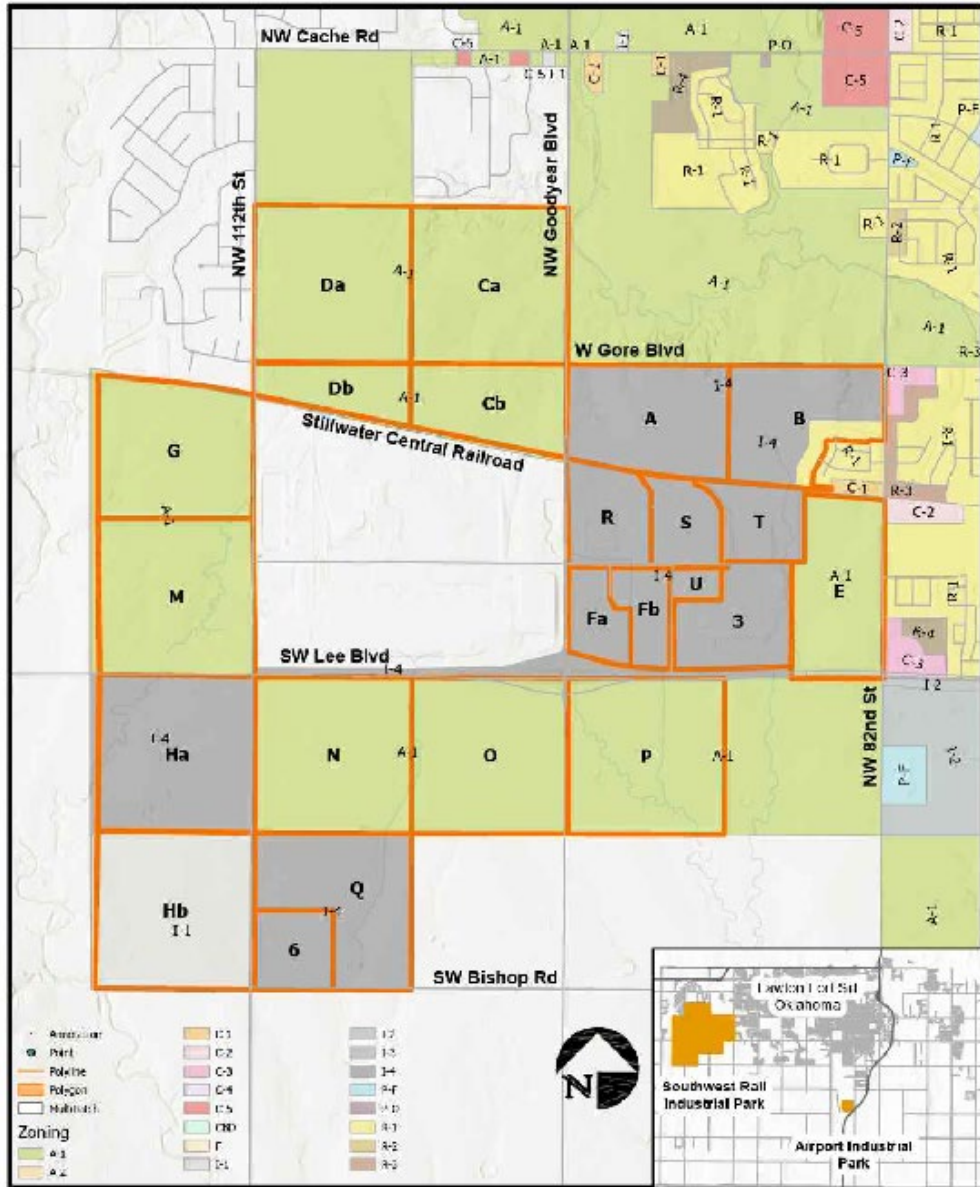


Exhibit E
Airport Industrial Park Existing Uses

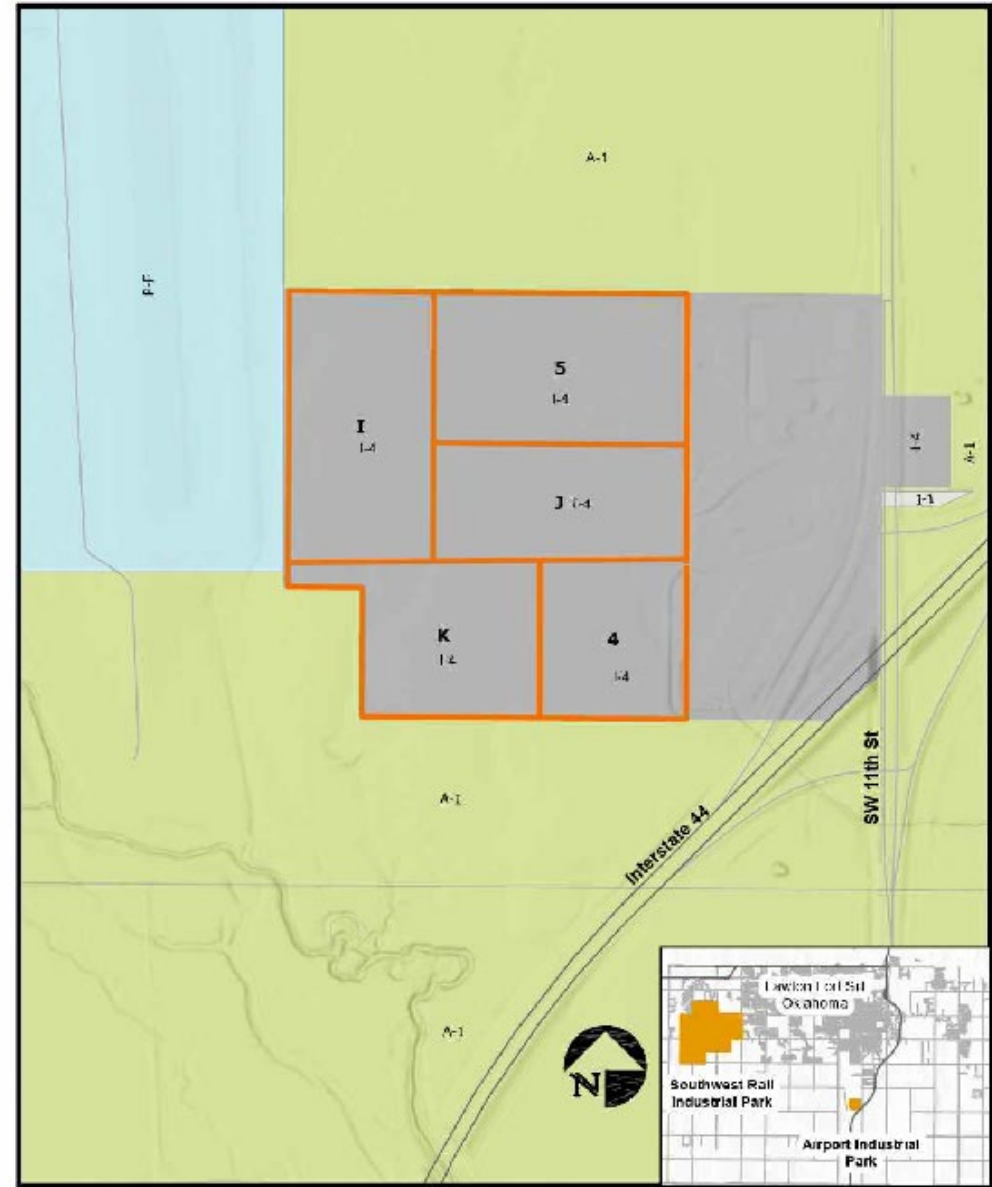


Exhibit F
Southwest Rail Industrial Park Proposed Uses

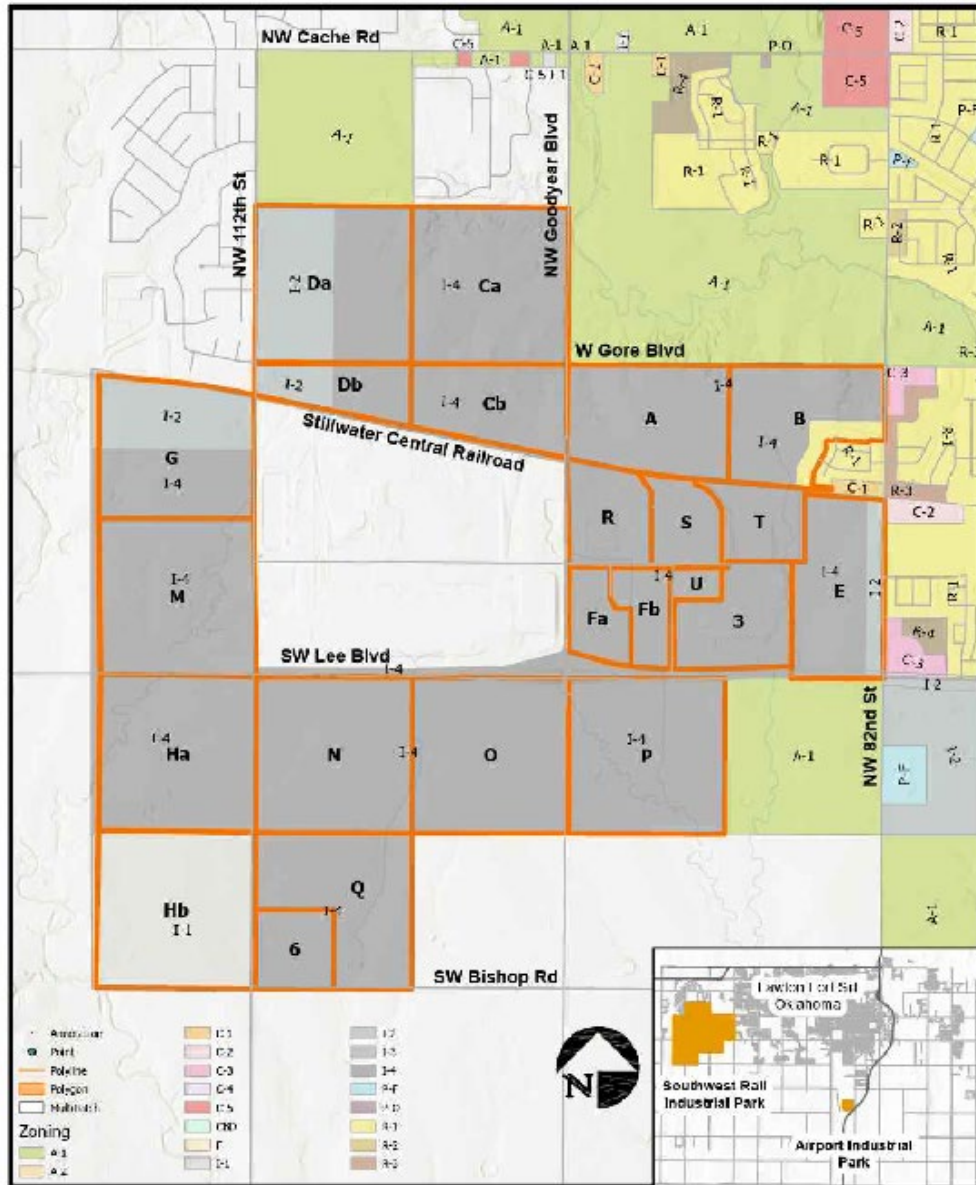
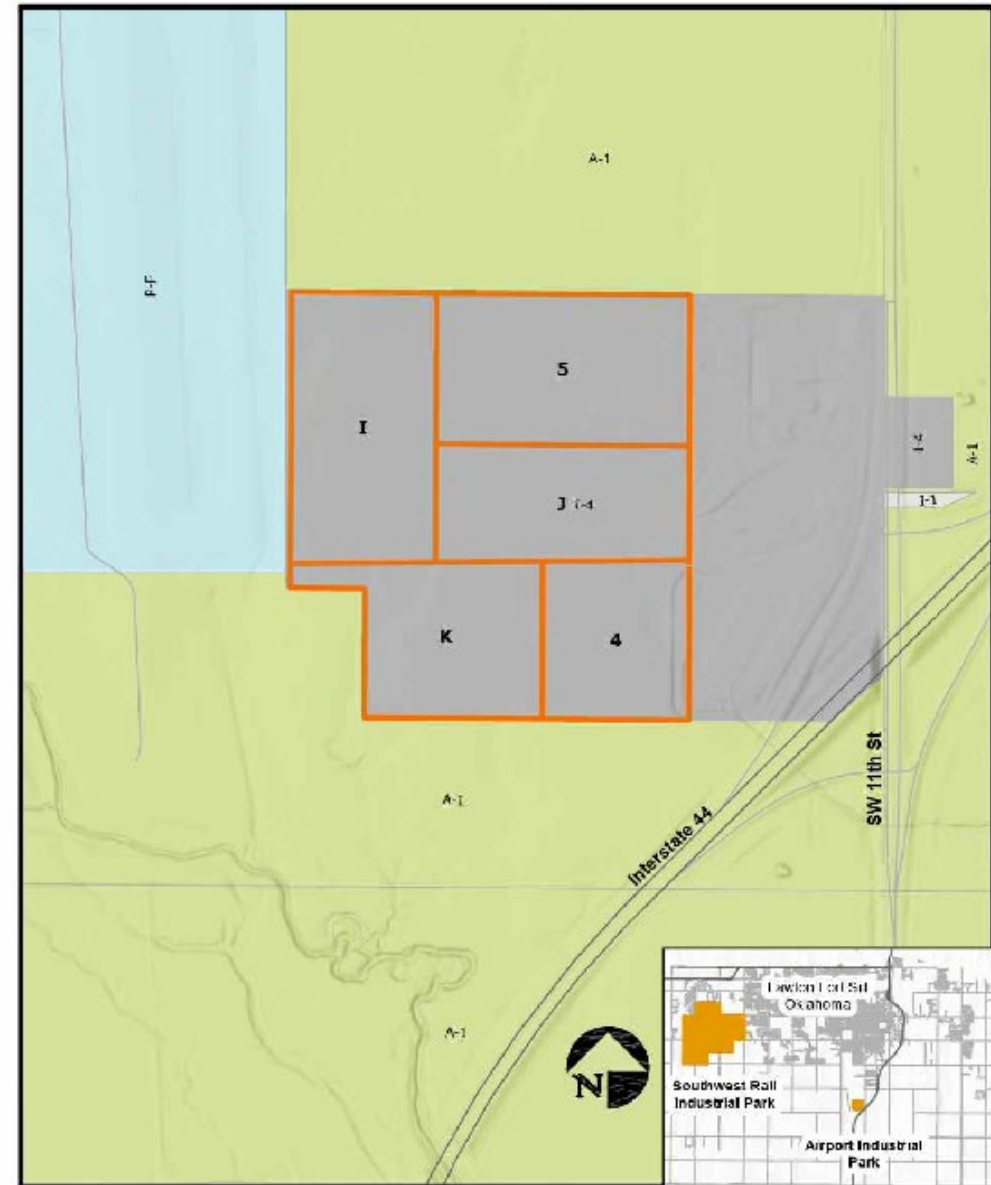


Exhibit F
Airport Industrial Park Proposed Uses



FINANCIAL IMPACTS

• **Broader Economic Impacts**

- The Project may result in increased demand for services and increase costs for affected taxing entities. These impacts will be offset by:
 - Increased direct financial support.
 - Funding for initiatives such as the STEM Strategic Plan, Workforce Training Programs, and Home Buyer Assistance.
 - Increased tax revenues from new residential and commercial developments outside the Increment Districts.
 - We are not limited to struggling to get our share of an ever-shrinking pie. STEDI bakes a bigger pie for us all to share!

Positive Outcomes OF THE AMENDED PROJECT PLAN

- The Second Amended Project Plan is designed to:
 - **Stimulate Business Activity:** Drive new investments and expansions, creating a robust environment for Non-Retail Business growth.
 - **Generate Significant Economic Benefits:** Increase revenue streams for the City and affected taxing jurisdictions.
 - **Enhance Community Prosperity:** Provide long-term financial impacts and social benefits that improve quality of life and strengthen the local economy.
- In summary, the Second Amended Project Plan aligns with the City's strategic vision, fostering long-term economic growth, enhancing workforce opportunities, and ensuring regional prosperity.

Next Steps

❑ Planning Commission

- Determines conformance with comprehensive plan

❑ City holds two public hearings before adoption

- First public hearing – provide information and answer questions *(scheduled Dec. 2)*
- Second public hearing – provide opportunity for those interested to express views *(scheduled Dec. 10)*
- At second hearing, City Council considers adoption of an ordinance approving the Project Plan *(scheduled Dec. 10)*
 - Increment District No. 5 and 6 are made effective
 - City Council has up ten (10) years to activate additional TIFs *(will require separate future action)*



City of Lawton

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

Commentary

File #: 24-2175

Agenda Date: 12/3/2024

Agenda No: 16.

ITEM TITLE:

Consider approving the record drawings and maintenance bond for the 8-inch sanitary sewer line located on the west side of SW Brentwood Blvd, to serve a Dollar General located at 7010 SW Lee Blvd, Lawton, OK 73505, and take appropriate action as deemed necessary.

INITIATOR: Christine James, Planning Director

STAFF INFORMATION SOURCE: Kameron Good, Senior Planner

BACKGROUND: Construction plans were approved by City Council on June 11, 2024 to extend approximately 243 linear feet of 8-inch sanitary sewer line to serve a Dollar General located at 7010 SW Lee Blvd. The sewer line was placed along the west side of SW Brentwood Blvd. The sewer line was connected to an existing 8" sanitary sewer line that is located on the north side of Brentwood Addition Part 3B. The maintenance bond is in the amount of \$11,010.00. The consulting engineer is Michael Taylor with Cowan Group Engineering.

The City Planning Commission recommended approval of the construction plans on May 30, 2024.

Public Utilities have reviewed the record drawings and recommends approval.

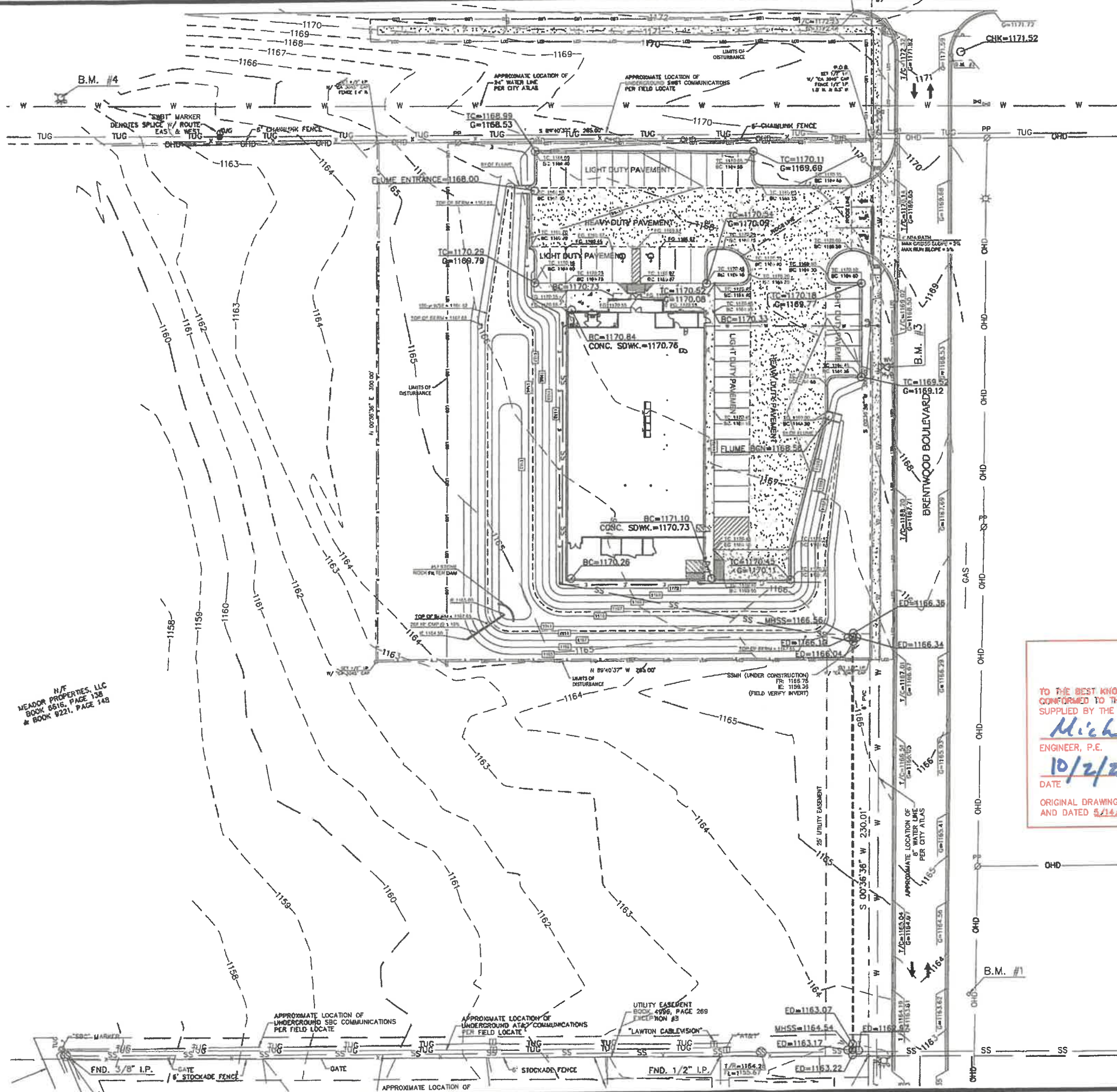
The City Planning Commission recommended approval of the record drawings and maintenance bond with a 8-0 vote on November 14, 2024. The minutes are attached as an exhibit.

EXHIBIT: Record Drawings
Maintenance Bond
CPC Minutes November 14, 2024

KEY ISSUES: N/A

FUNDING SOURCE: N/A

CPC RECOMMENDED COUNCIL ACTION: Approve the record drawings and maintenance bond for an 8-inch sanitary sewer line located on the west side of SW Brentwood Blvd, to serve a Dollar General located at 7010 SW Lee Blvd. Lawton, OK 73505.



N/E
MEADOR PROPERTIES, LLC
BOOK 6516, PAGE 138
BOOK 9221, PAGE 148

FND. MAG NAIL
W/ "LS 1827" SHINER
S.E. COR., N.E. 1/4
SEC. 5, T1N, R12W

RECORD DRAWINGS

TO THE BEST KNOWLEDGE OF THE ENGINEER, THESE DRAWINGS HAVE BEEN GENERALLY CONFORMED TO THE CONSTRUCTION OF THE IMPROVEMENTS BASED ON INFORMATION SUPPLIED BY THE OWNER, CONTRACTOR, AND/OR RESIDENT PROJECT REPRESENTATIVE.

Michael Taylor
ENGINEER, P.E.
10/2/24
DATE

ORIGINAL DRAWING WAS SIGNED AND SEALED BY MICHAEL TAYLOR, P.E., P.E. NO. 27855 AND DATED 5/14/2024



COWAN GROUP ENGINEERING
7100 N. CLASSEN, SUITE 500
OKLAHOMA CITY, OK 73116
405-463-3369 • 405-463-3381 F
WWW.COWANGROUP.COM
DA# 6414 EXPIRES 6/30/2026

DOLLAR GENERAL #30360
7010 SW LEE BLVD, LAWTON, OK 73505
COUNTY, OKLAHOMA

AS-BUILT SITE

DESIGNED BY	GMT
DRAWN BY	EE
REVIEWED BY	GMT
PROJECT NUMBER	18-720-20
DATE	10/02/24
REVISIONS	
SHEET NUMBER	1

G:\PROJECTS\18-720 DOLLAR GENERAL WATER WELL\20 - LAWTON SEWER EXTENSION\CDM\SITE\18-720-20 AS-BUILT SITE.DWG

**SUBDIVISION MAINTENANCE BOND
(Public Improvements)**

Bond # GR67710

KNOW ALL MEN BY THESE PRESENT:

We, the developer, DJD Realty, LLC and its contractor PHI Plumbing, LLC [if applicable] (collectively as the "Principal"), and Granite Re, Inc., a corporation organized under the State of Minnesota and authorized to transact surety business in the State of Oklahoma, (as the "Surety"), are held and firmly bound unto the City of Lawton, Oklahoma, (the "City" as the Obligee), in the full and just sum of Eleven Thousand Ten dollars and 00/100 (\$ 11,010.00), representing fifteen percent (15%) of the entire cost of materials, equipment and labor of the improvements described herein, for which payment we bind ourselves, our respective heirs, legal representatives, successors and assigns, jointly and severally.

The Principal has constructed certain improvements, including the following as indicated:

Sanitary Sewer Facilities; Water Main Facilities; Streets and Sidewalks Facilities;

Stormwater Drainage Facilities;

See attached Exhibit A;

as an element of the Dollar General Store in Lawton, Oklahoma development/subdivision (the "Improvements").

The Principal and Surety make and furnish this bond, and the City receives the same, in consideration of the Lawton City Council accepting the dedication of these Improvements and in consideration of the Lawton City Council releasing any performance bond or other surety heretofore provided to the City for the completion of the Improvements. Accordingly, for a period of two (2) years from the final acceptance of these Improvements by Lawton City Council (the "Maintenance Period"), the Principal and Surety do hereby agree to promptly and faithfully indemnify, protect and hold harmless the City against any construction defect or other deficiency in the Improvements.

Further, this bond is offered and issued by the Principal and Surety, and accepted by the City, upon the following conditions:

1. This bond shall not be subject to cancellation either by the Principal or by the Surety for any reason until the end of the Maintenance Period and the certification by the city engineer that the Principal and/or Surety have met all conditions of this bond.
2. The aggregate liability of the Surety under this bond shall not exceed the sum set forth above.
3. The term of this bond may be extended upon written agreement of all parties hereto.

4. This bond incorporates by reference as if fully set forth herein the provisions of Lawton City Code §21-2-207(E) styled "Maintenance of Improvements After Acceptance".
5. At the end of the Maintenance Period or any extension thereof, and upon satisfaction of all conditions of this instrument, this bond will expire.

For the giving of any notice or other communication under this bond, the mailing address, designated point of contact, telephone number, and email address for the respective parties shall be as set forth below unless written notice of a change of this information is given to the other parties:

For the City:

Planning Director, City of Lawton,
 Address: 212 SW 9th Street, Lawton, OK 73501;
 Attn: _____; Email _____;
 Ph. _____; Fax: _____;

For the Principal/Developer/Subdivider:

Name/POC: DJD Realty, LLC;
 Address: 1510 Amity Lane, El Reno, OK 73036;
 Attn: Sabrina Sublett; Email sabrina@dandill;
 Ph. 405 /262-6925; Fax: 405 /262-6936 companies.com

For the Surety:

Name/POC: Granite Re, Inc.;
 Address: 14001 Quailbrook Drive, Oklahoma City, OK 73134;
 Attn: Claim Department; Email staff@granitere.com;
 Ph. 405 / 752-2600; Fax: 405 / 749-6800;

BY THESE PRESENTS, we the undersigned Principal(s) and Surety execute this instrument on the date indicated.

<p>For the Principal/Developer/Subdivider:</p> <p><u>DJD Realty, LLC</u> Print/Type Name of Principal</p> <p><u><i>[Signature]</i></u> Signature <u>Daniel Dill, II, Manager</u> Print/Type Name and Title</p> <p>Dated: <u>10 / 22 / 2024</u></p> <p>ATTEST:</p> <p><u><i>[Signature]</i></u> Signature <u>Sabrina Sublett, Notary</u> Print/Type Name and Title</p> <div data-bbox="422 735 787 871" style="border: 1px solid black; padding: 5px; width: fit-content; margin: 10px auto;"><p>SABRINA SUBLETT NOTARY PUBLIC - STATE OF OKLAHOMA MY COMMISSION EXPIRES MAY. 06, 2025 COMMISSION # 09003951</p></div>	<p>For the Surety:</p> <p><u>Granite Re, Inc.</u> Print/Type Name of Principal</p> <p><u><i>[Signature]</i></u> Signature <u>Kenneth D. Whittington, Attorney-in-Fact</u> Print/Type Name and Title</p> <p>Dated: <u>10 / 21 / 2024</u></p> <p>ATTEST:</p> <p><u><i>[Signature]</i></u> Signature <u>Kyle McDonald, Assistant Secretary</u> Print/Type Name and Title</p>

GRANITE RE, INC.
GENERAL POWER OF ATTORNEY

Know all Men by these Presents:

That GRANITE RE, INC., a corporation organized and existing under the laws of the State of MINNESOTA and having its principal office at the City of OKLAHOMA CITY in the State of OKLAHOMA does hereby constitute and appoint:

KENNETH D. WHITTINGTON; KYLE MCDONALD its true and lawful Attorney-in-Fact(s) for the following purposes, to wit:


To sign its name as surety to, and to execute, seal and acknowledge any and all bonds, and to respectively do and perform any and all acts and things set forth in the resolution of the Board of Directors of the said GRANITE RE, INC. a certified copy of which is hereto annexed and made a part of this Power of Attorney; and the said GRANITE RE, INC. through us, its Board of Directors, hereby ratifies and confirms all and whatsoever the said:

KENNETH D. WHITTINGTON; KYLE MCDONALD may lawfully do in the premises by virtue of these presents.

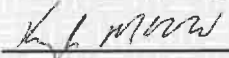
In Witness Whereof, the said GRANITE RE, INC. has caused this instrument to be sealed with its corporate seal, duly attested by the signatures of its President and Assistant Secretary, this 31st day of July, 2023.

STATE OF OKLAHOMA)
) SS:
COUNTY OF OKLAHOMA)





Kenneth D. Whittington, President

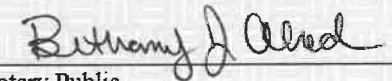


Kyle P. McDonald, Assistant Secretary

On this 31st day of July, 2023, before me personally came Kenneth D. Whittington, President of the GRANITE RE, INC. Company and Kyle P. McDonald, Assistant Secretary of said Company, with both of whom I am personally acquainted, who being by me severally duly sworn, said, that they, the said Kenneth D. Whittington and Kyle P. McDonald were respectively the President and the Assistant Secretary of GRANITE RE, INC., the corporation described in and which executed the foregoing Power of Attorney; that they each knew the seal of said corporation; that the seal affixed to said Power of Attorney was such corporate seal, that it was so fixed by order of the Board of Directors of said corporation, and that they signed their name thereto by like order as President and Assistant Secretary, respectively, of the Company.

My Commission Expires:
April 21, 2027
Commission #: 11003620





Notary Public

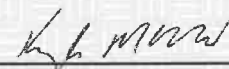
GRANITE RE, INC.
Certificate

THE UNDERSIGNED, being the duly elected and acting Assistant Secretary of Granite Re, Inc., a Minnesota Corporation, HEREBY CERTIFIES that the following resolution is a true and correct excerpt from the July 15, 1987, minutes of the meeting of the Board of Directors of Granite Re, Inc. and that said Power of Attorney has not been revoked and is now in full force and effect.

“RESOLVED, that the President, any Vice President, the Assistant Secretary, and any Assistant Vice President shall each have authority to appoint individuals as attorneys-in-fact or under other appropriate titles with authority to execute on behalf of the company fidelity and surety bonds and other documents of similar character issued by the Company in the course of its business. On any instrument making or evidencing such appointment, the signatures may be affixed by facsimile. On any instrument conferring such authority or on any bond or undertaking of the Company, the seal, or a facsimile thereof, may be impressed or affixed or in any other manner reproduced; provided, however, that the seal shall not be necessary to the validity of any such instrument or undertaking.”

IN WITNESS WHEREOF, the undersigned has subscribed this Certificate and affixed the corporate seal of the Corporation this
October 21, 2024.





Kyle P. McDonald, Assistant Secretary

CITY PLANNING COMMISSION

WAYNE GILLEY AUDITORIUM

November 14, 2024

Minutes of the City Planning Commission meeting held November 14, 2024, 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 1:30 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 (excused)

ALSO PRESENT:

Christine James, Planning Director
Christina Ryans-Huffer, Recording Secretary
Kameron Good, Senior Planner
Robert Burns, Planner I
Wesley Simmons, Assistant City Attorney
Dewayne Burk, Deputy City Manager
Richard Rogalski, LEDC
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 October 24, 2024.**

Motion by Medders, Second by Smith to approve the minutes from the regular scheduled meeting from October 24, 2024 as written **Aye:** Busse, Jarvis, Jester, Smith, Medders, Logan, Springborn, Denham **Nay:** None **Motion Passed 8-0**

2. **Consider approving an Annual Meeting Notice for calendar year 2025, allowing for floor amendments if necessary.**

Motion by Smith, Second by Logan to approve Annual Meeting Notice Option B for the calendar year 2025 meeting on the Thursday following each regularly scheduled meeting of the Lawton City Council except for November 2025 and December 2025 will meet only on the 1st Thursday of the month **Aye:** Jarvis, Jester, Smith, Medders, Logan, Springborn, Denham, Busse **Nay:** None **Motion Passed 8-0**

3. **Consider approving a resolution determining that the Second Amended Skills Training, Education, Development and Investment (STEDI) Project Plan is in conformance with the Comprehensive Land Use (Master) Plan of the City of Lawton and recommending to the City Council that it approve and adopt the Second Amended STEDI Project Plan.**

Richard Rogalski gave a presentation on the Second Amended Skills Training, Education, Development and Investment (STEDI) Project Plan.

On December 10, 2019, the City Council of Lawton adopted the Skills Training, Education, Development and Investment (STEDI) Project Plan for the creation of tax increment financing districts, pursuant to the Oklahoma Local Development Act, 62 O.S. § 850, *et seq.* (“Act”), to provide the legal and financial framework necessary to attract and support non-retail business expansion in the City’s West Side Industrial Park and the Airport Industrial Park, and thereafter approved a minor amendment on December 29, 2023 to further refine and clarify the City’s strategies, objectives, and goals outlined therein.

The City now desires to approve an amendment to the STEDI Project Plan, aimed to further promote and accelerate non-retail business development, investment and job creation, in conjunction with the City's other strategies. This Second Amended STEDI Project Plan provides the necessary financial and legal authorizations for the City of Lawton to continue implementing its long-range strategy for Skills Training, Education, Development, and Investment. The primary objectives are to attract and support Non-Retail Business growth, advance STEM education, develop supporting workforce training programs, provide home buyer assistance to assist the new Non-Retail Business workforce with acquiring a home in Lawton, and drive economic development in Lawton and the broader Southwest Oklahoma region, in collaboration with local, state and federal partners.

This Second Amended Project Plan is essential for fostering public-private partnerships that promote Non-Retail Business development in Lawton, ultimately leading to thousands of new jobs, several hundred million dollars of new private investment, and an enhanced quality of life for the community. The goals of this Second Amended Project Plan include financing public infrastructure and improvements to attract and support future Non-Retail Business recruitment, leading to increased quality employment opportunities in the community. The Non-Retail Business growth and expansion may include innovative businesses, high-technology businesses, and light industrial as well as manufacturing. Effective workforce training and enhanced STEM education are critical to achieving these objectives. A key benefit of this Second Amended Project Plan is its ability to accelerate new business activities, investment and job creation, which in turn will enhance school district revenues and increase property taxes outside the increment districts. Accordingly, the first priorities are to develop infrastructure, provide incentives, and acquire land for development. In addition to financing the critical public infrastructure and development incentives, this Second Amended Project Plan authorizes revenue allocations to: (a) provide a specific revenue source to the affected taxing jurisdictions within the respective increment districts, (b) fund programs and initiatives developed under the STEM Strategic Plan, (c) provide workforce training programs, and (d) provide home buyer assistance for the new workforce.

Attached is the Power Point presentation.

Denham asked where is the extra funding for the schools and the 2 other programs coming from?

Rogalski responded it comes out of those two largest categories, which is Public Improvements and Project Support. That's where it's comes out of but those are 2 very large categories. And again, the pie is bigger and it's not a lot. Basically about 15% of the Revenue goes to the taxing authorities.

Motion by Jarvis, Second by Medders to approve a resolution determining that the Second Amended Skills Training, Education, Development and Investment (STEDI) Project Plan is in conformance with the Comprehensive Land Use (Master) Plan of the City of Lawton and recommending to the City Council that it approve and adopt the Second Amended STEDI Project Plan **Aye:** Jester, Smith, Medders, Logan, Springborn, Denham, Busse, Jarvis **Nay:** None **Motion Passed 8-0**

4. **Consider holding a public hearing and recommending approval of an ordinance modifying Sections 18-5-8-580 and 18-5-9-591, by allowing P-F Public Facilities permitted uses within a C-1 Local Commercial District and within a C-2 Planned Neighborhood Shopping Center District and allowing for floor amendments if necessary.**

James stated over the last few months, we've had a couple inquiries regarding if a Use is allowed in P-F could be used in a Commercial District or in an Industrial District. The list of P-F uses are included in your packet but they have to do with schools, post office and things like that. Most of the time we allow P-Fs in Residential Districts. So, it didn't really make sense to us if we allow P-F in the middle of Residential Districts, why wouldn't they not be allowed in Commercial or Industrial Districts. So, we drafted this Ordinance and here it is for you today. So this would allow any Uses listed in the P-F to also be included uses in C-1 and C-2 which ultimately when you consolidate all of the zonings it will also allow it in the Industrial Districts if that's where they wanted to go. If anyone has any questions I would be more than happy to answer them for you.

Denham asked what were some of the items that was requested?

James responded it has to do with schools, private schools. It didn't make sense that we would allow them in the middle of a Residential District and not a Commercial District.

Denham asked any questions for Christine? Seeing none I'll go ahead and declare the Public hearing open, anybody that would like to speak for or against this Ordinance change please approach the podium. Seeing no one approach we'll close the Public hearing.

Motion by Smith, Second by Logan to recommend to the City Council approval of an ordinance modifying Sections 18-5-8-580 and 18-5-9-591, by allowing P-F Public Facilities permitted uses within a C-1 Local Commercial District and within a C-2 Planned Neighborhood Shopping Center District **Aye:** Smith, Medders, Logan, Springborn, Denham, Busse, Jarvis, Jester **Nay:** None **Motion Passed 8-0**

- 5. Consider approving the record drawings and maintenance bond for the 8-inch sanitary sewer line located on the west side of SW Brentwood Blvd, to serve a Dollar General located at 7010 SW Lee Blvd, Lawton, OK 73505, and take appropriate action as deemed necessary.**

Good stated good afternoon Kameron Good with the Planning Department. This was an 8-inch sanitary sewer line that was to serve the Dollar General. This is located on the west side of SW Brentwood Blvd tied into an existing sanitary sewer in the Brentwood Addition Part 3B. Construction plans were approved by Council on June 11, 2024. This item would be to accept the record drawings and Maintenance bond. The maintenance bond is in the amount of \$11,010.00. Public Utilities have reviewed the record drawings and recommends approval. If you have any questions I'd be happy to answer them.

Motion by Smith, Second by Logan to recommend to the City Council to approve the record drawings and maintenance bond for the 8-inch sanitary sewer line located on the west side of SW Brentwood Blvd, to serve a Dollar General located at 7010 SW Lee Blvd, Lawton, OK 73505 **Aye:** Smith, Medders, Logan, Springborn, Denham, Busse, Jarvis, Jester **Nay:** None **Motion Passed 8-0**

- 6. Consider accepting the record drawings and maintenance bond for the offsite improvements modifying the traffic control system and adding a left turn lane on NW Sheridan Road, just south of NW Lake Ave, to serve property located at 151 NW Sheridan and take appropriate action as deemed necessary.**

Good stated Kameron Good, Planning Department. This is to accept the offsite improvement for a left turn lane on the south bound traffic for Sheridan Road, which is just north of Gore. This is to serve the new Braum's location. This is to accept the turn lane and the traffic signal improvement. This was taken to Council and approved on Construction plans on July 9, 2024. The maintenance bond is in the amount of \$36,278.74. There will be one condition upon the approval if you choose to approve this it is to change the date of acceptance on the Maintenance bond as the date it gets accepted by Council. Right now, they have it listed a date that is ahead of the Council date. They are working to get that updated, it just didn't get us the bond, the corrected bond, for today. But they are actively working on that but that would need to be a condition.

Motion by Logan, Second by Medders to recommend approval to City Council for accepting the record drawings and maintenance bond for the offsite improvements modifying the traffic control system and adding a left turn lane on NW Sheridan Road, just south of NW Lake Ave, to serve property located at 151 NW Sheridan **Aye:** Medders, Logan, Springborn, Denham, Busse, Jarvis, Jester, Smith **Nay:** None **Motion Passed 8-0**

Commissioner's Reports or Comments

None

Secretary's Report

James stated I would like to introduce Wesley Simmons, He is the newest Attorney in the Attorney's Office. We welcome him aboard. Also, Darren Medders did get re-appointed for this Board.

Good stated we had 2 Code changes that went to Council and were accepted, the ADA Figures is now updated and a change in the Addressing Code how we address.

Audience Participation

None

Adjournment

Motion by Logan, Second by Smith to adjourn the meeting all in favor **Aye:** Logan, Springborn, Denham, Busse, Jarvis, Jester, Smith, Medders **Nay: None Motion Passed 8-0**

With no further business the meeting was adjourned at 2:08 pm.

These meeting minutes were approved by the CPC members at their meeting on

David Denham

Chairman

City Planning Commission

City of LAWTON

Second Amended SKILLS TRAINING, EDUCATION, DEVELOPMENT, AND INVESTMENT (STEDI) Project Plan

City Planning Commission Meeting

November 14, 2024



WHY are we doing this?

The STEDI Project Plan is a critical Tool for Economic Development

- The Median Family income in Lawton is \$10,000 lower than the Median Family Income for Oklahoma, which is \$13,000 lower than the national value.
- If Lawton was just equal to the state median income, our community would share an additional **\$331 million** per year in income. Imagine the impact of that wealth would have on every aspect of the Lawton Community. This increase would not just be limited to Lawton but would extend to all our surrounding communities.
- The real goal of Economic Development is not just about improving the economics of our community but to improve the lives of our citizens.
- Quality jobs provide us with purpose, dignity, and prosperity; they empower us to move beyond the limits of poverty and blight.

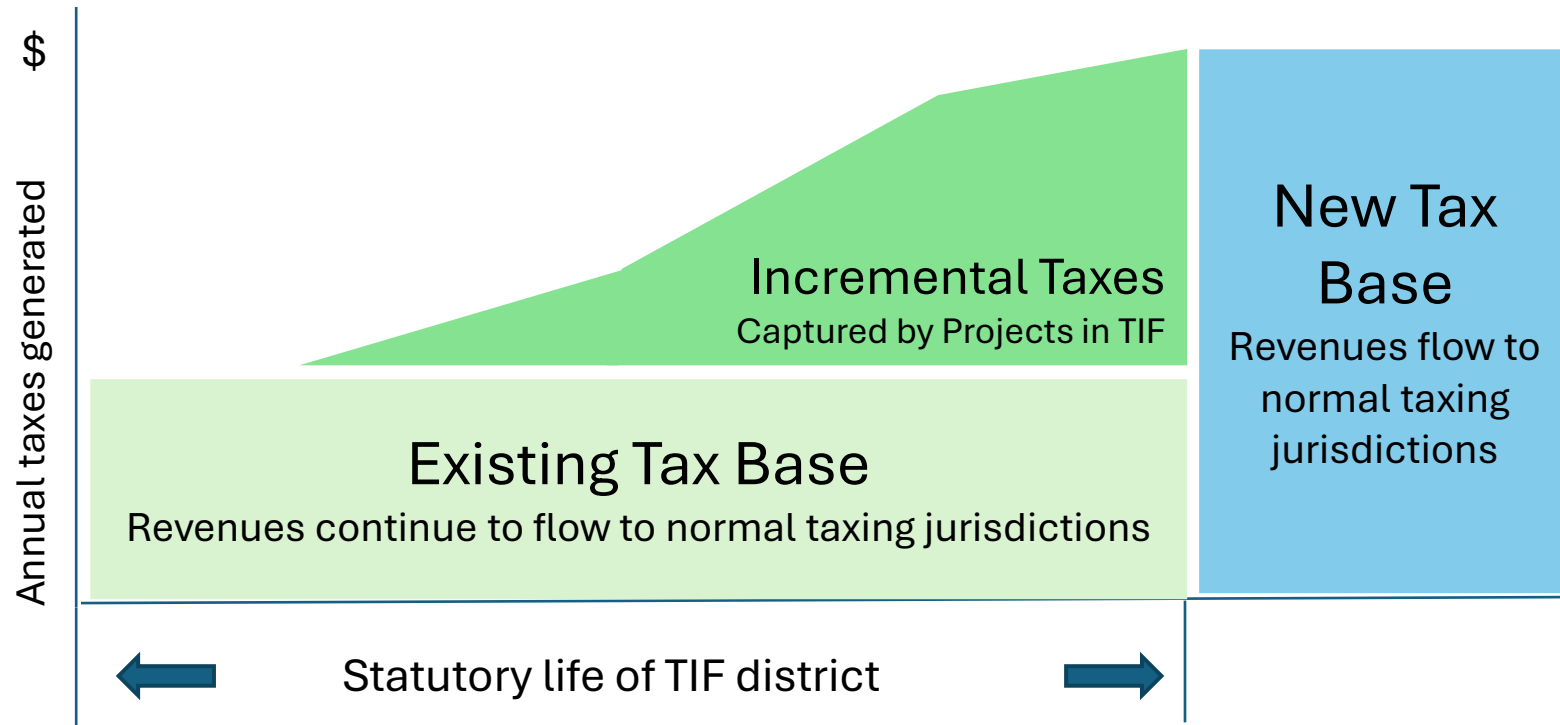
Legal Basis for TIF in Oklahoma

- Oklahoma Constitution, Article X, Section 6C
 - Authorizes TIF legislation
- Oklahoma Local Development Act, 62 O.S.
- § 850, *et seq.*
 - Allows cities, towns, and counties to implement TIF districts in areas that are unproductive, undeveloped, underdeveloped, or blighted
 - TIF is a tool for use when investment, development, or economic growth are difficult, but possible, when TIF is used

What is a TIF?

- A TIF allows a city to direct the apportionment of an increment of certain local taxes and fees to finance public project costs in order to stimulate development in the area
- The increment is:
 - the portion of the ad valorem taxes produced by the increased value of the property in the TIF district as measured from the date the TIF is passed, and/or
 - the portion of sales taxes collected each year that are generated by the project(s) in a TIF district

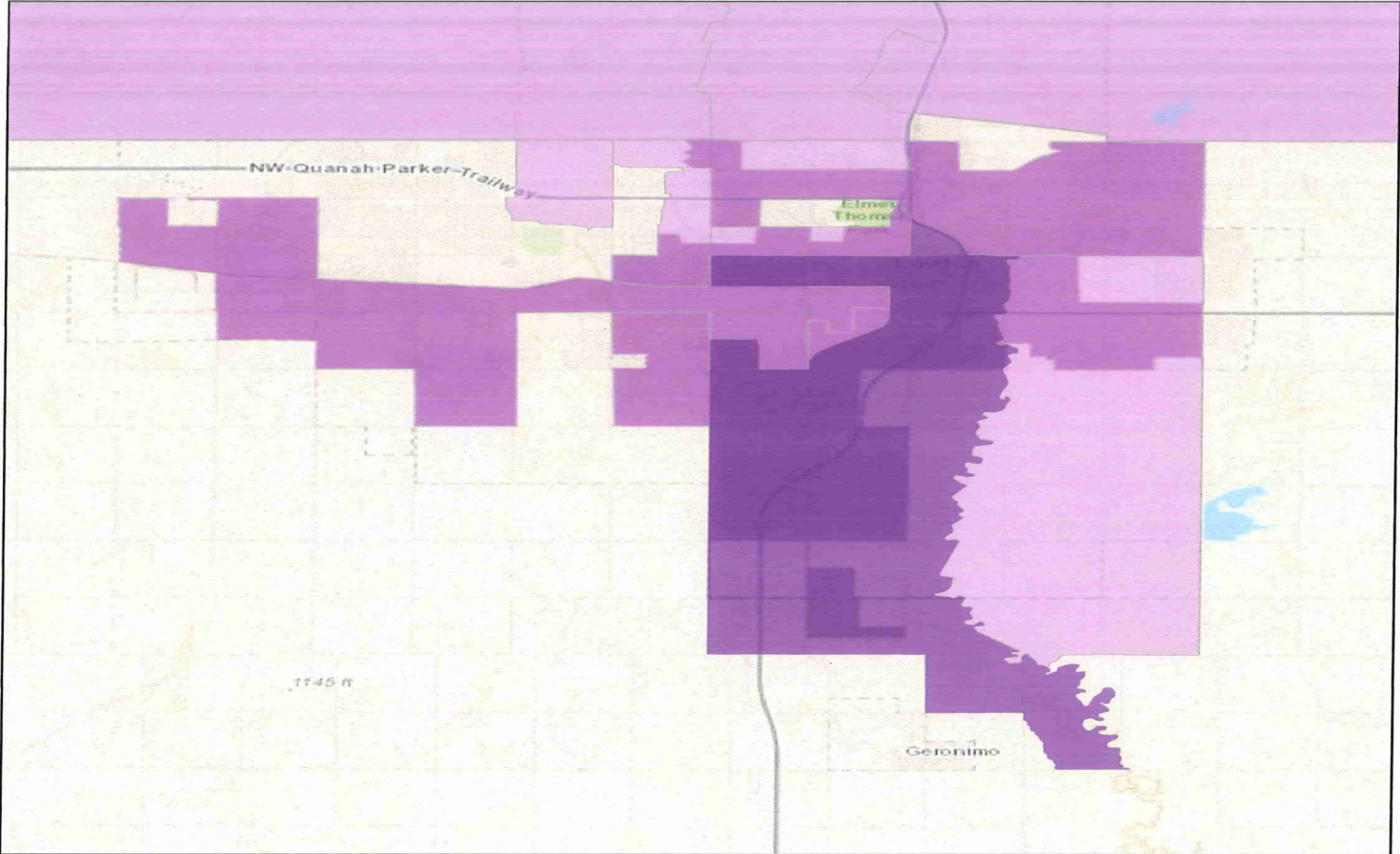
Value Generation and Capture— Basic TIF Model



Eligibility— Where can TIF be used?

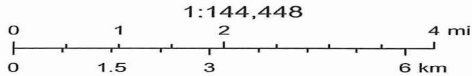
- **“Enterprise area”** – any area within a designated state or federal enterprise zone
- **“Historic preservation area”** – an area listed in the National Register and subject to historic preservation zoning
- **“Reinvestment area”** – an area requiring public improvements to reverse economic stagnation or decline, serve as a catalyst for retaining or expanding employment, attract major investment to the area, preserve or enhance the tax base, or in which 50% or more of the structures are 35 or more years old

Enterprise Zones: Lawton



10/24/2019, 9:59:52 AM

- EZ Grandfathered
- Priority Enterprise Zones
- EZ Tracts



Sources: Esri, HERE, Garmin, Intermap, increment P Corp., GEBCO, USGS, FAO, NPS, NRCAN, GeoBase, IGN, Kadaster NL, Ordnance Survey, Esri Japan, METI, Esri China (Hong Kong), (c) OpenStreetMap contributors, and the GIS User Community

Texas Parks & Wildlife, Esri, HERE, Garmin, USGS, NGA, EPA, USDA, NPS |

Statutory Approval Process

- City Council initiates process through passage of a resolution convening the review committee and appointing the City's representative
- Review Committee meets and discusses project and proposed project plan
- Review Committee makes findings as to project eligibility and financial impacts, and provides its recommendation to City Council

Statutory Approval Process

- **Planning Commission determines whether the proposed project plan conforms with the comprehensive plan of the City and makes a recommendation regarding approval of the proposed project plan**
- City Council holds two public hearings before adoption
 - First public hearing – provide information and answer questions
 - Second public hearing – provide opportunity for those interested to express views
- City Council considers adoption of an Ordinance approving the proposed project plan and establishing the increment districts

Review Committee

- At their November 12, 2024, meeting, the Review Committee unanimously approved a Statement of Findings and Resolution regarding the Second Amendment of the STEDI Project Plan:
 - Finding that the proposed project area and increment district(s) are eligible and in accordance with the OLDA.
 - Finding that the financial impacts of proposed increment districts on taxing jurisdictions and business activities are a net benefit.
 - Recommending approval of the proposed project plan to the City Council.

SECOND AMENDED Project Plan OVERVIEW

- 1. Increased Direct Funding for Public Entities:**
 - **Public Schools:** To address rising demands, the amended plan increases the allocation to public school districts within the Increment Districts from 35% to 50% of the net financial benefit of total operating levies (excluding sinking funds).
 - **All Taxing Jurisdictions:** After allocating \$62M for public improvements, the increment will provide direct financial support to: (1) Great Plains Technology Center, Comanche County, and Comanche County Health Department equal to 100% of their respective annual operating levies, and (2) the Public Schools equal to 100% of the net financial benefit of the total levies of the Public Schools (excluding sinking funds).
- 2. Critical Public Improvement Needs:** The amended plan expands the public infrastructure budget to \$248 million, facilitating early-stage financing for essential improvements. This will ensure "shovel-ready" sites for Non-Retail Business development.

SECOND AMENDED Project Plan OVERVIEW

3. **Work Force Training:** A newly introduced budget category will support work force training, development initiatives, and internships, in collaboration with Great Plains Technology Center and other local institutions. These programs are designed to recruit and cultivate a highly skilled talent pool tailored to meet the evolving needs of new and expanding Non-Retail Businesses.

4. **Home Buyer Assistance:** Another new budget category, funded through the sales and use tax increment, will provide support for a home buyer assistance program, guided by policies established by the City. This program will support workforce growth while encouraging homeownership, fostering economic stability, and enhancing community development in Lawton.

SECOND AMENDED Project Plan OVERVIEW

5. Increment Districts and Project Area:

- ❖ **Increment District No. 5:** Established for a 100,000 square foot distribution center/warehouse development by Fisher59 Properties. This development represents a \$16M capital investment, retaining 60 employees and creating 30 new jobs.
- ❖ **Increment District No. 6:** Designated for the 40-acre Westwin Pilot Facility development.
- ❖ **Other Increment Districts:**
 - ❖ Increment Districts Ha, Hb and Q: Created for Westwin’s anticipated large-scale commercial refinery.
 - ❖ Increment Districts C, D, and F: Divided into smaller areas, now labelled Ca, Cb, Da, Db, Fa, and Fb, facilitating more focused development opportunities.
 - ❖ Increment Districts M, N, O, P, R, S, T, and U: Designated to support additional non-retail business opportunities.

SECOND AMENDED Project Plan OVERVIEW

- **Budget Update**

- The Second Amended Project Plan includes adjustments to the total authorized budget of Project Costs. These adjustments are driven by:
- **Expanded Public Improvements:** An increased budget allocation for critically needed public improvements to support new and existing Non-Retail Business development ensures readiness for future growth.
- **New Budget Categories:** Funding for key initiatives such as **Workforce Training** and **Home Buyer Assistance** promotes economic development and community stability.
- **Addition of New Increment Districts:** The creation of new Increment Districts broadens development opportunities and aligns with the City's long-term economic objectives.
- Together with the ongoing support for the STEM Strategic Plan, these updates reflect the City's commitment to economic stability, fostering workforce development, and comprehensive community growth.

Exhibit A
Southwest Rail Industrial Park Project Area

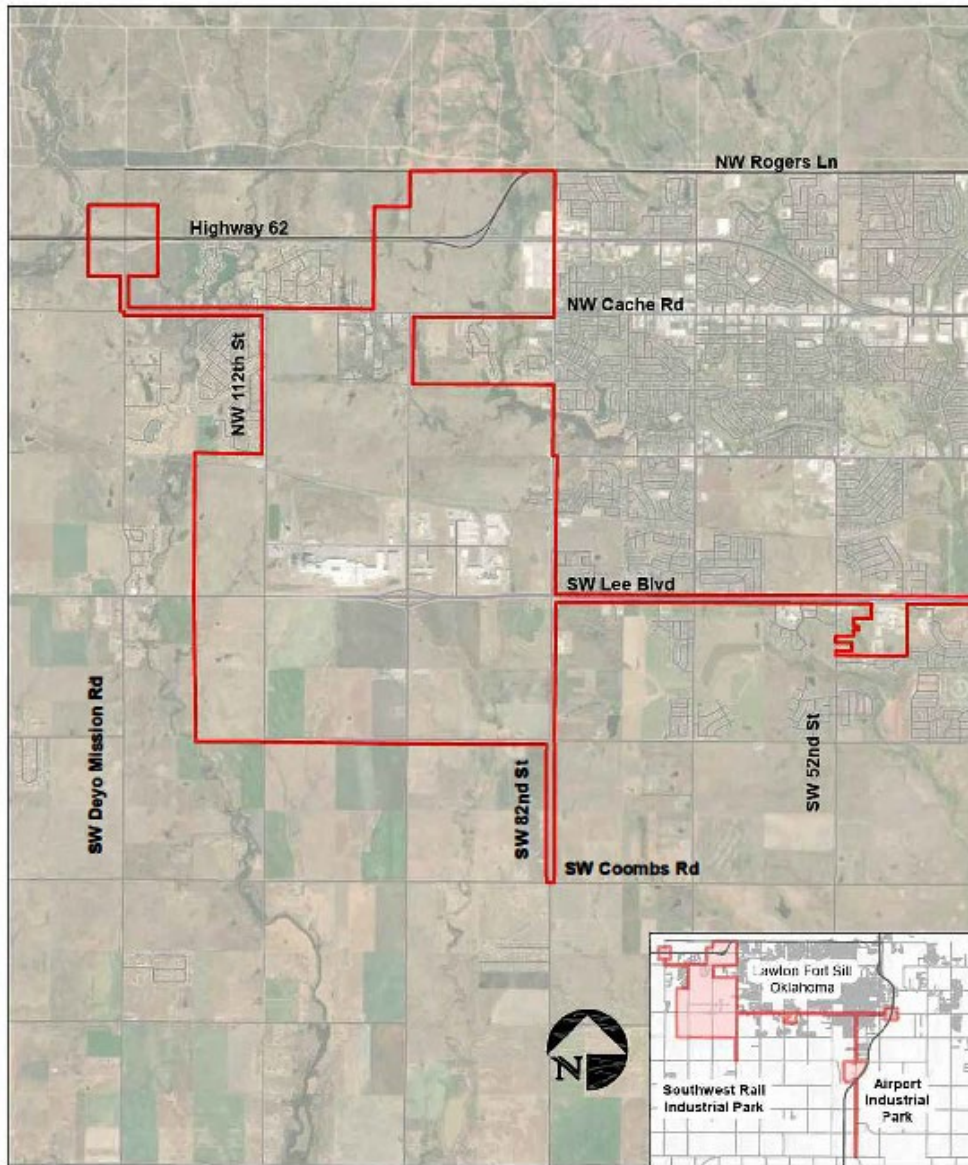


Exhibit A
Airport Industrial Park Project Area

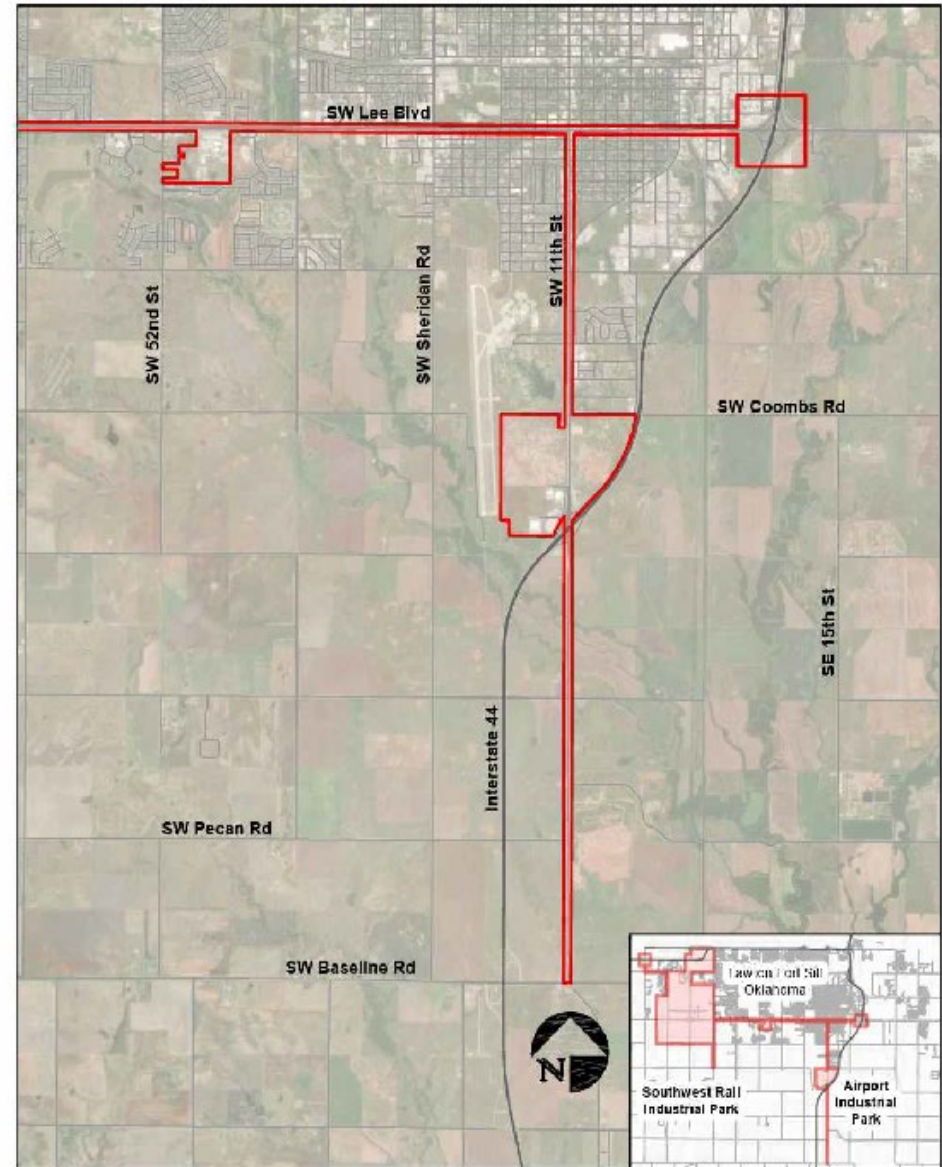


Exhibit C

Southwest Rail Industrial Park Increment Districts

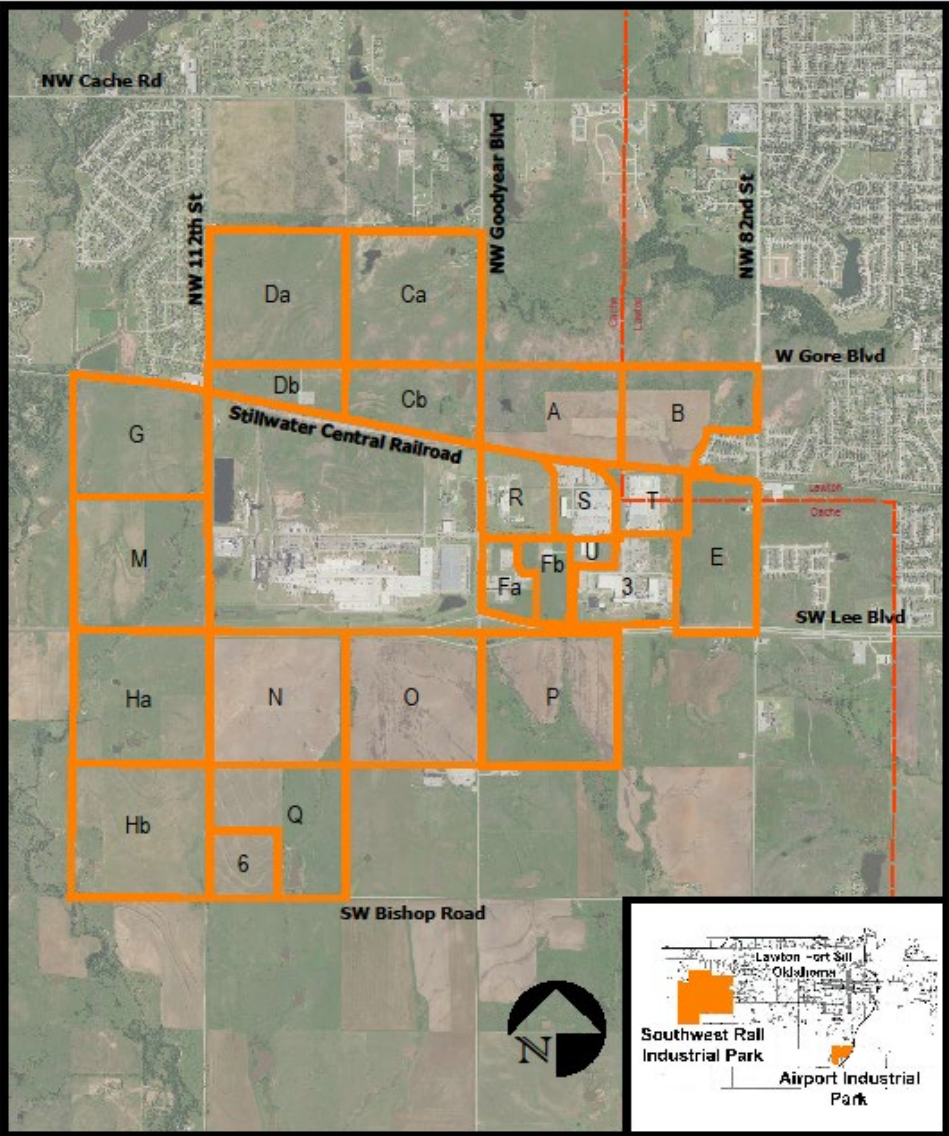


Exhibit C

Airport Industrial Park Increment Districts

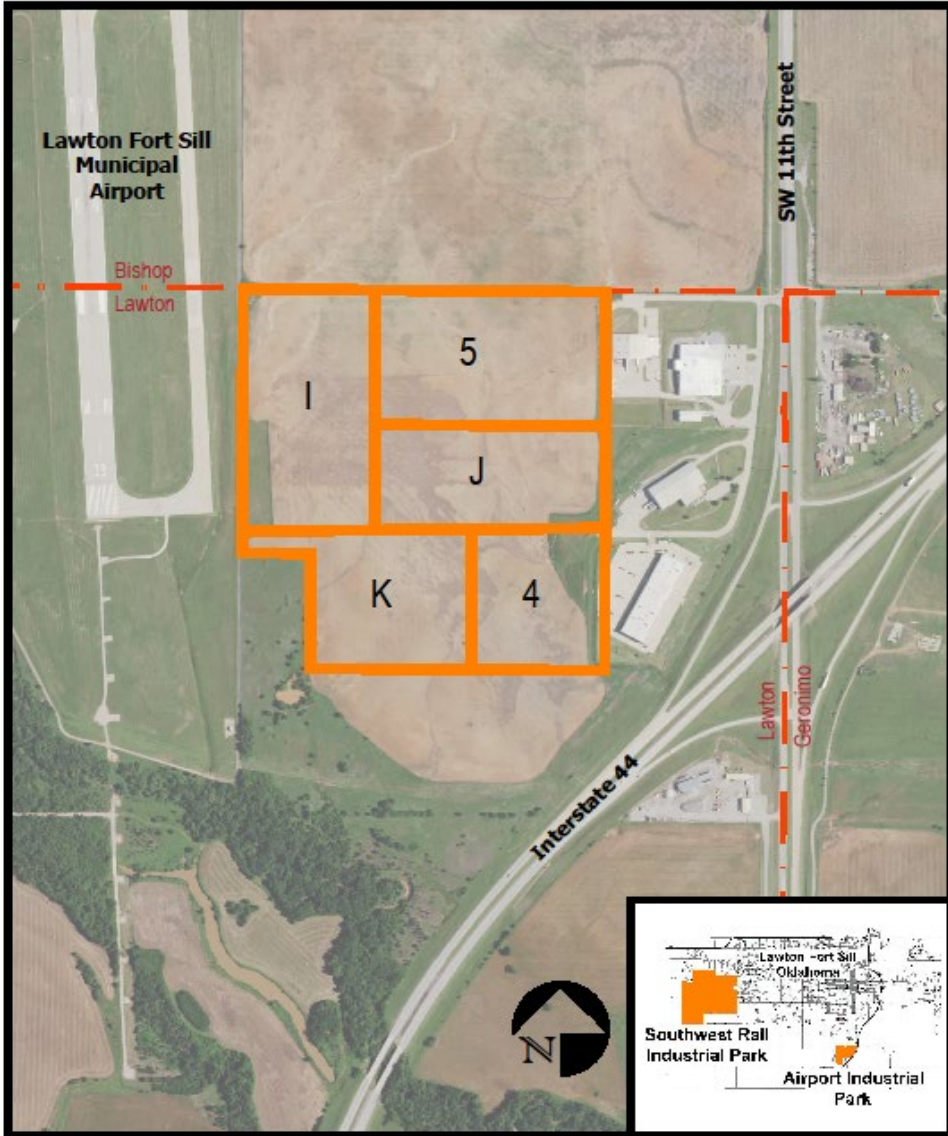


Exhibit E
Southwest Rail Industrial Park Existing Uses

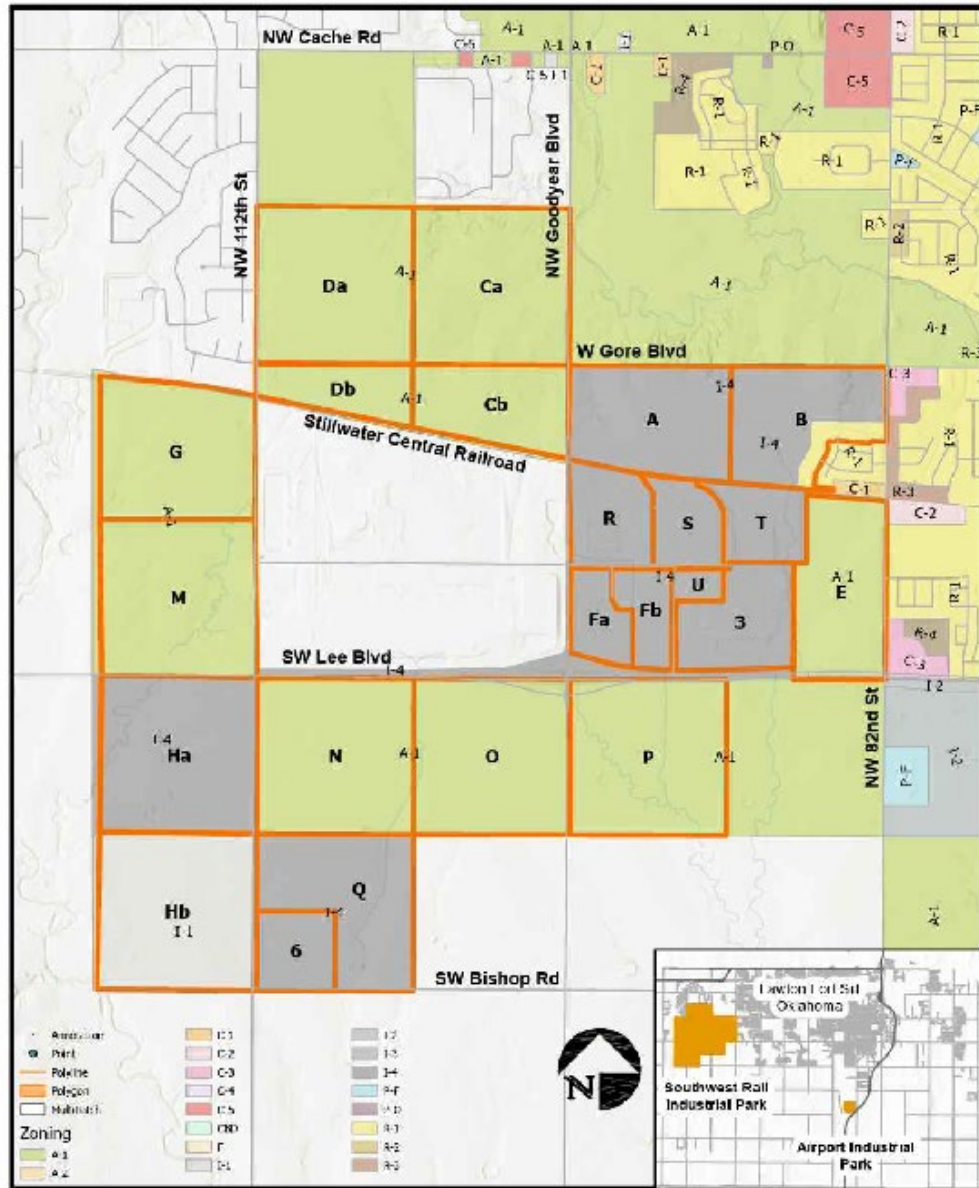


Exhibit E
Airport Industrial Park Existing Uses

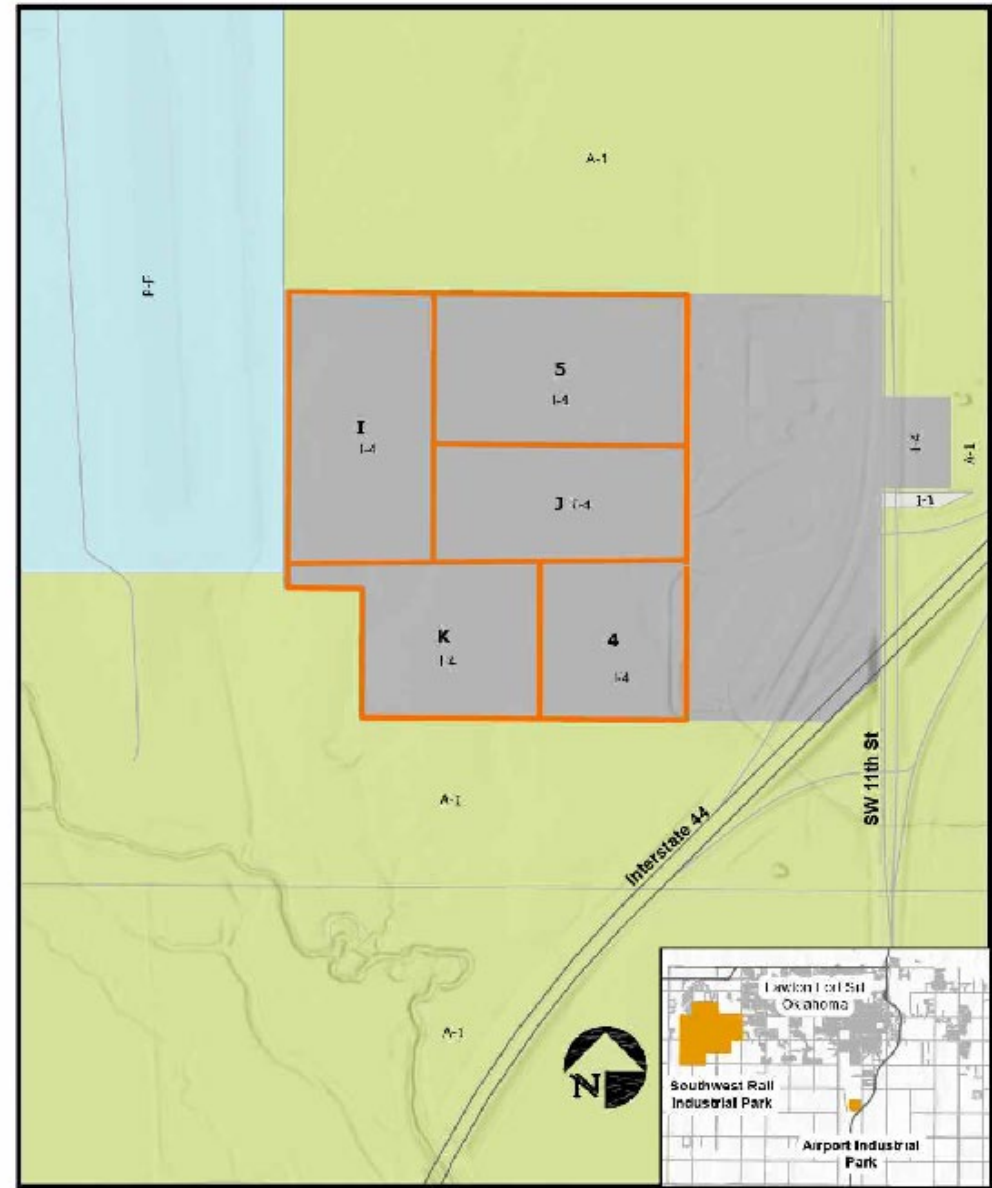


Exhibit F
Southwest Rail Industrial Park Proposed Uses

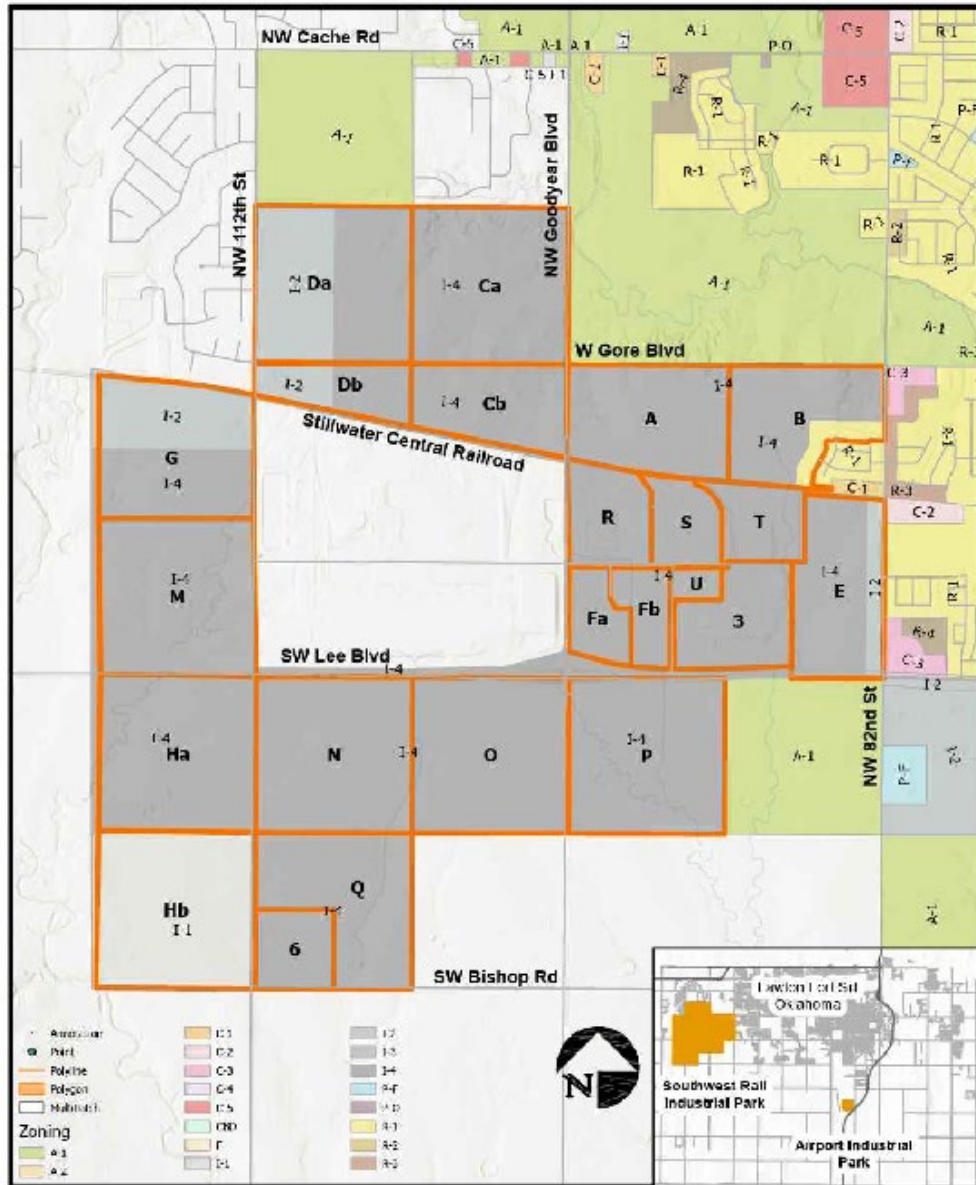
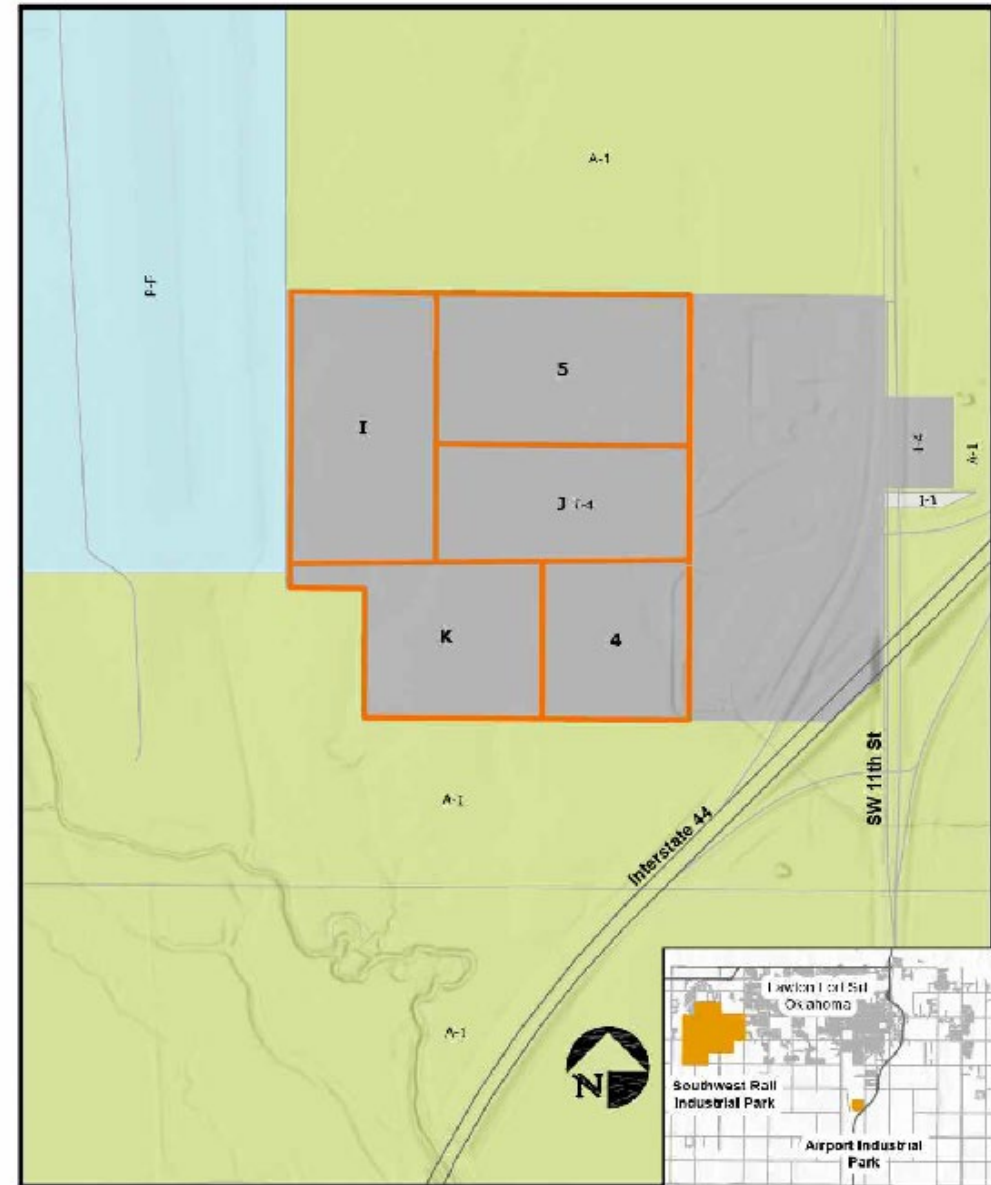


Exhibit F
Airport Industrial Park Proposed Uses



FINANCIAL IMPACTS

• **Broader Economic Impacts**

- The Project may result in increased demand for services and increase costs for affected taxing entities. These impacts will be offset by:
 - Increased direct financial support.
 - Funding for initiatives such as the STEM Strategic Plan, Workforce Training Programs, and Home Buyer Assistance.
 - Increased tax revenues from new residential and commercial developments outside the Increment Districts.
 - We are not limited to struggling to get our share of an ever-shrinking pie. STEDI bakes a bigger pie for us all to share!

Positive Outcomes OF THE AMENDED PROJECT PLAN

- The Second Amended Project Plan is designed to:
 - **Stimulate Business Activity:** Drive new investments and expansions, creating a robust environment for Non-Retail Business growth.
 - **Generate Significant Economic Benefits:** Increase revenue streams for the City and affected taxing jurisdictions.
 - **Enhance Community Prosperity:** Provide long-term financial impacts and social benefits that improve quality of life and strengthen the local economy.
- In summary, the Second Amended Project Plan aligns with the City's strategic vision, fostering long-term economic growth, enhancing workforce opportunities, and ensuring regional prosperity.

Next Steps

❑ Planning Commission

- Determines conformance with comprehensive plan

❑ City holds two public hearings before adoption

- First public hearing – provide information and answer questions *(scheduled Dec. 2)*
- Second public hearing – provide opportunity for those interested to express views *(scheduled Dec. 10)*
- At second hearing, City Council considers adoption of an ordinance approving the Project Plan *(scheduled Dec. 10)*
 - Increment District No. 5 and 6 are made effective
 - City Council has up ten (10) years to activate additional TIFs *(will require separate future action)*



City of Lawton

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

Commentary

File #: 24-2181

Agenda Date: 12/3/2024

Agenda No: 17.

ITEM TITLE:

Consider a request to pay a fee in lieu of onsite stormwater detention for the residence located at 4975 SE 60th Street in the amount of \$383.80

INITIATOR: Public Works Director, Michael Watrous

STAFF INFORMATION SOURCE: Public Works Director, Michael Watrous

BACKGROUND: A request for payment of a fee in lieu of stormwater detention for the building permit at 4975 SE 60th Street was received from the property owner. Lawton City Code 19A-1-2-124 (4) states "The development is a one- or two- family residential unit on unplatted land and the owner dedicates the same easements required for platting and if the requirements of subsection E. of section 19A-1-2-123 are met". The structure being constructed on this tract satisfies this criterion as a residential unit at 3838 square feet of impervious surface and it is recommended to approve the requested fee in lieu of onsite detention. The drainage fee in-lieu will be \$383.80 based on the calculation from City Code Appendix A-19A-1.

EXHIBIT: Request, Plan, Survey, Site Review, Memorandums

KEY ISSUES: Proving efficiency and open business practices by allowing payment of a fee in lieu of building on-site stormwater detention. The fee in lieu of detention is applied to construction and maintenance of flood reduction structures and drainage structures to increase community safety.

FUNDING SOURCE: N/A

STAFF RECOMMENDED COUNCIL ACTION: Approve a request to pay a fee in lieu of onsite stormwater detention for the residence located at 4975 SE 60th Street in the amount of \$383.80

Michael Hawkins

From: Ruben Fernandez <ruben.fern@yahoo.com>
Sent: Thursday, November 21, 2024 3:10 PM
To: Michael Hawkins; Rowan Dunnaway; Alex Mendoza; Palmira Lane
Subject: **{**EXTERNAL**}**--Fw: 4975 SE 60th St - SFR
Attachments: Site Review - 4975 SE 60th Street Fernandez House 2024 (1).pdf

WARNING: This email is from outside of the City of Lawton network.
****DO NOT CLICK**** on links or open attachments unless you know the content is safe.

Good evening,

I will request to pay the fee-in-lieu of detention for \$383.80. How do you prefer method of payment and when can we expect the permit to build.

I will be deploying early next year and really need to begin before going overseas.

All the best,
Ruben F

[Sent from Yahoo Mail for iPhone](#)

Begin forwarded message:

On Thursday, November 21, 2024, 11:02 AM, Rowan Dunnaway <rowan.dunnaway@lawtonok.gov> wrote:

Ruben, please see the lower portion of page 2 of the attached storm water documentation. Review Comments #1 states that you have two options: either provide drainage detention calculations (expensive) or request a fee-in-lieu of detention (\$ 383.80). If you chose to request paying the fee in lieu of detention, please submit a written request to Mike Hawkins in the cc line above. The request should have the address listed and state what your request is.

Rowan Dunnaway

Plans Examiner

City of Lawton

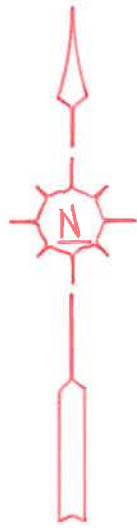
Office of License & Permits

212 SW 9th St

Lawton, OK 73501

(580) 581-3360

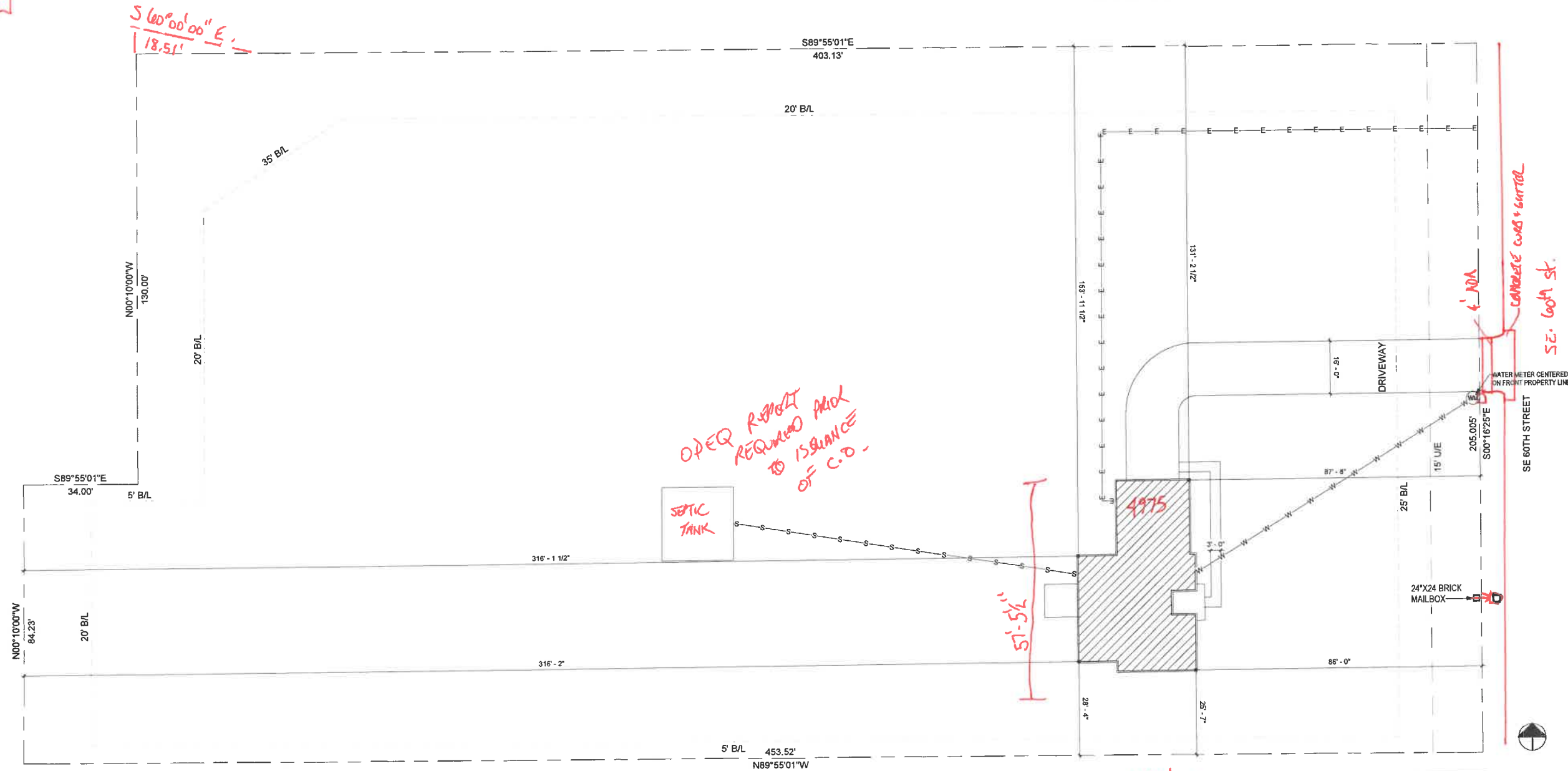
Fax (580) 581-3479



Stamp?

LEGAL DESCRIPTION

Commencing at the Southeast Corner of Lot 3, Rangers' Ranchette Addition, Comanche County, Oklahoma, according to the recorded plat thereof; Thence N00-16'25"W, along the East line of said Lot 3, a distance of 205.005 feet to the point of beginning; Thence N89°55'01"W, parallel with the South line of said Lot 3, a distance of 453.52 feet to a point on the West line of said Lot 3; Thence N00°1'00"W, along the West line of said Lot 3, a distance of 84.23 feet; Thence S89°55'01"E, parallel with the South line of said Lot 3, a distance of 34.00 feet; Thence N00°1'00"W, parallel with the West line of said Lot 3, a distance of 130.00 feet to a point on the North line of said Lot 3; Thence S80°00'00"E, along the North line of said Lot 3, a distance of 18.51 feet; Thence S89°55'01"E, along the North line of said Lot 3, a distance of 403.13 feet to the NE corner of said Lot 3; Thence S00-16'25"E, along the East line of said Lot 3, a distance of 205.005 feet to the point of beginning, containing 2.04 acres, more or less, along with a utility easement for waterline across the north 5 feet of said tract.



1 PLOT PLAN
1/16" = 1'-0"

HANS THOMAS & ASSOCIATES
ARCHITECTURAL SOLUTIONS
4741 CENTRAL STREET #1335
KANSAS CITY, MISSOURI
P 816.666.2242

FERNANDEZ RESIDENCE
4975 SE 60TH STREET, LAWTON, OKLAHOMA 73501
Custom Home - 2,302 SF



HANS R. THOMAS, ARCHITECT
OK 6795

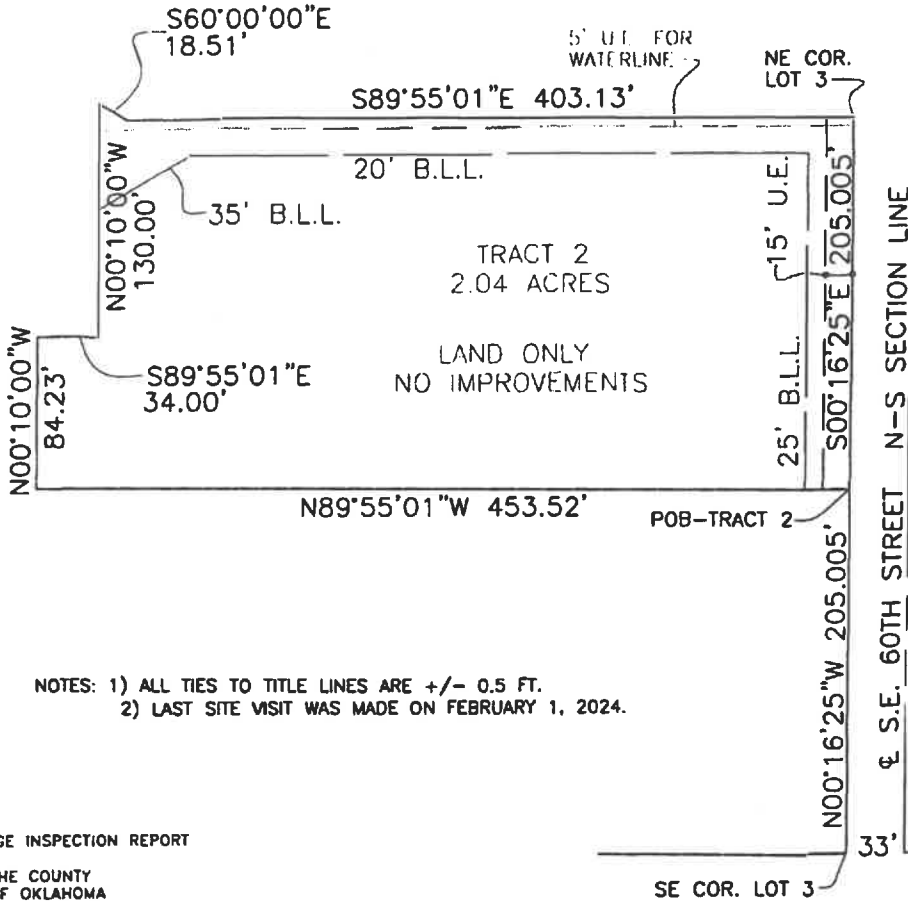
REVISIONS		
No.	Description	Date

DATE: 08.29.24

SHEET NO.
A-001
PLOT PLAN

PAGE 2 OF 18

TBD S.E. 60TH STREET



SCALE: 1"=100'

- NOTES: 1) ALL TIES TO TITLE LINES ARE +/- 0.5 FT.
- 2) LAST SITE VISIT WAS MADE ON FEBRUARY 1, 2024.

MORTGAGE INSPECTION REPORT

COMANCHE COUNTY
STATE OF OKLAHOMA

I, R. Alan Hendrick, a licensed Professional Land Surveyor in the State of Oklahoma, do hereby certify that the above MORTGAGE INSPECTION REPORT for the following described property was prepared for Title & Closing, LLC under my supervision:

TRACT 2:

Commencing at the Southeast Corner of Lot 3, Rangers' Ranchette Addition, Comanche County, Oklahoma, according to the recorded plat thereof; Thence N00°16'25"W, along the East line of said Lot 3, a distance of 205.005 feet to the point of beginning; Thence N89°55'01"W, parallel with the South line of said Lot 3, a distance of 453.52 feet to a point on the West line of said Lot 3; Thence N00°10'00"W, along the West line of said Lot 3, a distance of 84.23 feet; Thence S89°55'01"E, parallel with the South line of said Lot 3, a distance of 34.00 feet; Thence N00°10'00"W, parallel with the West line of said Lot 3, a distance of 130.00 feet to a point on the North line of said Lot 3; Thence S60°00'00"E, along the North line of said Lot 3, a distance of 18.51 feet; Thence S89°55'01"E, along the North line of said Lot 3, a distance of 403.13 feet to the NE corner of said Lot 3; Thence S00°16'25"E, along the East line of said Lot 3, a distance of 205.005 feet to the point of beginning, containing 2.04 acres, more or less, along with a utility easement for waterline across the north 5 feet of said tract.

It is not a land or boundary survey, and it is not to be relied upon for the establishment of fence, building or other future improvements. It has been prepared for the exclusive use of the mortgage lender and/or title insurance provider for this transaction only. This drawing is a representation of the conditions that were found at the time of the inspection, and the linear and angular values shown on this sketch, if any, are based on record or deed information and have not been verified unless noted. This drawing meets the minimum standards for mortgage inspection reports established by the State Board of Registration for Professional Engineers and Land Surveyors.

I further certify that the improvements on the above described parcel, except utility connections, are entirely within the parcel, except as shown and that there are no encroachments upon the described premises by improvements on any adjoining premises, except as indicated.

Witness my hand and seal this 5th day of February 2024

Robert B. Hendrick & Sons Co.
906 S.W. "C" Avenue
Lawton, OK 73501 405-640-3098
C.A. No. 1581 Exp. 6/30/25

SIGNED

R. Alan Hendrick
R. Alan Hendrick - PLS 1647





STORMWATER DEVELOPMENT SITE REVIEW CHECKLIST

CITY OF LAWTON ■ PUBLIC WORKS DEPARTMENT
STORMWATER MANAGEMENT
212 SW 9TH STREET ■ LAWTON, OKLAHOMA 73501
PHONE (580) 581-3360 ■ FAX (580) 581-3479
WWW.LAWTONOK.GOV

Name of Development: Fernandez House 2024 BLDR-2403-000591		Floodplain: N
Address: 4975 SE 60 th Street		Size of Tract: 1.96 Ac.
Legal Description: Meets and Bounds		Approved: N
Area to be disturbed: 0.10 Ac.	Date Review Completed: 11-21-24 MH	

	Plans Adequate:	Y	N
I. General Information			
1. Legal description on site plan	/		
2. Location and dimension of all property lines	/		
3. Plans drawn to scale	/		
4. Names of all surrounding streets	/		
5. Primary or secondary channel or floodway on site?	-		
6. Drainage off-site improvements required?	-		
7. Earth change permit required? (See earth change permit review checklist)	-		
8. Fill proposed within top of bank of blue-line stream (USACE 404 Permit)?	-		
9. Dam proposed? OWRB permit required? Meet jurisdictional size requirement?	-		
II. Stormwater Runoff			
1. Calculations for all areas provided?			/
2. All stormwater runoff discharge locations for the site identified for existing conditions			/
3. All stormwater runoff discharge locations for the site identified for proposed conditions			/
4. Drainage area for stormwater runoff at each discharge location of the site for existing conditions			/
5. Drainage area for stormwater runoff at each discharge location of the site for proposed conditions			/
6. Stormwater peak flow rate at each discharge location of the site for existing conditions			/
7. Stormwater peak flow rate at each discharge location of the site for proposed conditions			/
8. Stormwater velocity at each discharge location of the site for existing conditions			/
9. Stormwater velocity at each discharge location of the site for proposed conditions			/
10. Historical runoff conditions unchanged?			/
11. Size and location of existing or proposed drainage structures (stormwater storage facilities, culverts, channels, etc). If proposed, submit calculations used to size the system as well as cross-sections and construction details.	/		
III. Flow in Streets			
1. Calculations provided for all locations?	-		
2. Flow depth in streets: Arterial-4" for 100-year, Collector-5" for 25-year, Residential-6" for 10-year	-		
3. 1' freeboard to structures provided for 100-year	-		
4. Drainage area shall not exceed 20 acres	-		
IV. Bridges, Culverts and Enclosed Storm Sewers			
1. Calculations provided for all structures?	-		
2. Bridge opening or pipe size	-		
3. Materials	-		
V. Open Drainage Channels			
1. Calculations provided?	-		
2. Channel sizing	-		
3. Materials	-		

VI. Sump Position Flood Protection			
1. Adequate freeboard provided?	-		
VII. Development Grading			
1. Existing and proposed contours provided?	-		
2. Direction of storm water drainage <u>on</u> and <u>around</u> the site indicated with existing and proposed spot elevations, contours and arrows. Do not concentrate flow on adjacent properties. Proposed drainage shall not adversely affect adjacent ownership.	-		
3. Downstream scour protection provided and sized?	-		
4. Existing upstream runoff passing through site allowed to continue?	-		
VIII. Stormwater Storage			
1. Calculations provided?			/
2. O&M manual			/
3. Upstream runoff passing through detention structure or bypass?			/
IX. Erosion and Sedimentation Control			
1. Earth change permit submittal provided? (See earth change permit review checklist)	-		
X. Post-Construction			
1. Calculations provided?	-		
2. BMPs to treat WQv	-		
3. O&M manual	-		
XI. Floodplain Management			
1. Special flood hazard permit application provided?	-		
2. New construction or substantial improvement?	-		
3. 100 year flood elevation at location of development	-		
4. Finished floor elevation 2' above BFE	-		
5. Floodway and flood fringe delineation on plans	-		
6. Fill proposed in floodway? No-rise certification?	-		
7. Floodplain boundaries consistent with FIRM and field conditions?	-		
8. Physical floodway delineation on-site	-		
9. HEC-RAS models provided	-		
10. LOMC required?	-		
11. Provide dam breach inundation map to development along East Cache Creek	-		
12. Floodplain zoning restrictions?	-		
13. Critical Facility? If so, add to GIS layer	-		

CORRECTION OF ALL NOTED DEFICIENCIES IS REQUIRED PRIOR TO ISSUANCE OF AN EARTH CHANGE OR BUILDING PERMIT.

REVIEW COMMENTS:

1. Provide drainage calculations for site as required in City of Lawton Standard Drainage Policy. Show that historical runoff characteristics are unchanged as required in LCC 19A-1-2-123. A fee in lieu of stormwater detention may be paid in place of drainage calculations and detention for this project. If this option is used, please submit a request in writing as required in LCC 19A-1-2-124.

PRIOR TO OBTAINING A CERTIFICATE OF OCCUPANCY THE OWNER SHALL:

1. Complete construction of all required drainage facilities and erosion control as detailed on the approved site or development plan.
2. Provide "as built" plans both digital and hard copy based on field survey data of the public or private streets, storm sewers, detention facilities, and all other conveyances of stormwater; a revised set of drainage calculations that correspond with the "as-built" plans; and a letter of certification stating that the "as-built" site complies with all governing ordinances and adopted drainage standards of the City of Lawton.

3. Submit an approved Operation and Maintenance (O&M) Manual applicable to the operation and maintenance of the detention facility and/or post-construction water quality best management practices (BMPs). The O&M Manual shall address inspection frequency and the fundamental requirements of safe operation and maintenance of the facility. A listing of improvements and structures and the required maintenance of each shall be included in the O&M Manual. Indicate in the manual to keep inspection records on file for a minimum of five years.
4. Provide final stabilization for the site. Provide an established uniform perennial vegetative cover (e.g., evenly distributed without large bare areas), which covers 70% or more of the density of coverage that was provided by vegetation prior to commencing earth-disturbing activities.





CITY OF LAWTON PLANNING DEPARTMENT

Address: 212 SW 9th Street, Lawton, Oklahoma 73501
Phone (580) 581-3375 • Fax (580) 581-3573 • www.lawtonok.gov

November 25, 2024

To whom it may concern,

The City of Lawton Public Utilities Department has reviewed the plans for a fee-in-lieu of detention request for 4975 SE 60th Street, Lawton, OK, 73501. They have determined that there is no public water on SE 60th Street and both tracks need a 15' public water easement from their tracks to the water line on SE Lasso Loop.

Please note that the proposed construction must meet all other sections of Lawton City Code and all building code requirements.

If you have any questions or concerns, please contact our office at (580) 581-3375.

Sincerely,

A handwritten signature in blue ink that reads "Kameron Good".

Kameron Good
Senior Planner



PUBLIC WORKS DEPARTMENT
STORMWATER MANAGEMENT
212 SW 9th Street • Lawton, Oklahoma 73501
Phone (580) 581-3360 • Fax (580) 581-3479
www.lawtonok.gov



MEMORANDUM

To: Rowan Dunnaway
From: Michael Hawkins
Subject: 4975 SE 60th Street Fee in Lieu of Detention
Date: 11-20-24

Total impervious surface added is less than 30% of total property.
Fee for less than 30% = \$0.10/s.f.

Total impervious surface added = 3838 s.f.
Total Fee in Lieu for Detention = 3838 x 0.10 = \$383.80

Reason number 4.

19A-1-2-124 - Drainage fee in lieu of detention.

[SHARE LINK TO SECTIONPRINT SECTIONDOWNLOAD \(DOCX\) OF SECTIONEMAIL SECTION](#)

The city council may consider allowing the developer to pay a fixed fee in lieu of on-site detention if:

1. Modeling shows an unfavorable increase in the downstream peak discharge and flooding depth during any frequency storm event by providing on-site detention due to time of peak flows, such as in the lower reaches of a drainage basin; or
2. The stormwater from this watershed is detained as a part of a local or regional detention facility which is designed in accordance with the Stormwater Drainage Policy; or
3. The MS4 downstream of the development provides the capacity and flooding protection required for full development of this watershed in accordance with the Stormwater Drainage Policy and it is demonstrated that there would be no detrimental effect to all upstream, adjacent, and downstream properties if stormwater storage was not provided; or
4. The development is a one- or two- family residential unit on unplatted land and the owner dedicates the same easements required for platting and if the requirements of subsection E. of [section 19A-1-2-123](#) are met; or
5. The development adds one thousand (1,000) square feet or less of impervious area and the owner dedicates the same easements required for platting.



City of Lawton

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

Commentary

File #: 24-2169

Agenda Date: 12/3/2024

Agenda No: 18.

ITEM TITLE:

Consider authorizing the City Manager to designate Christine James, Planning Director, to act as the City of Lawton's agent to facilitate the purchase of easements required from the Commissioners of the Land Office for the Fisher59 project to be located in the Airport Industrial Park.

INITIATOR: John Andrew, City Attorney

STAFF INFORMATION SOURCE: Christine James, Planning Director

BACKGROUND: Fisher59 has plans to construction a new distribution facility/warehouse facility in the Airport Industrial Park and has an agreement with the City of Lawton, the Lawton Economic Development Corporation (LEDC), and the Lawton Economic Development Authority (LEDA) for funding assistance to construct the required public infrastructure improvements needed for the project Two drainage inlets will be located on the north side of the street extension of SW Gilbert Gibson Road and will be located on property owned by the Commissioners of the Land Office (CLO). The contractor will also require a temporary construction easement along SW Gilbert Gibson Road from CLO. The process for Government Entities to obtain an easement from CLO, is to submit an application and agree to pay the appraised price for the requested easements. The LEDC has agreed to cover the cost of the necessary easements from the Commissioners of the Land Office. The LEDC and the City will be reimbursed by LEDA through TIF revenues to be collected on the project as a part of the STEDI Project Plan.

EXHIBIT: Easement Application

KEY ISSUES: N/A

FUNDING SOURCE: LEDA

STAFF RECOMMENDED COUNCIL ACTION: Authorize the City Manager to designate Christine James, Planning Director, to act as the City of Lawton's agent to facilitate the purchase of easements required from the Commissioners of the Land Office for the Fisher59 project to be located in the Airport Industrial Park.

COMMISSIONERS OF THE LAND OFFICE

APPLICATION FOR CONTINUOUS EASEMENT FOR GOVERNMENT ENTITIES

(Please Type or Print)

We hereby make application for an easement on School Lands from Commissioners of the Land Office.

ITEM 1.

1. PURPOSE OF THIS EASEMENT IS: Drainage inlets for roadway culvert

2. APPLICANT NAME & ADDRESS (Easement will be issued in this name and address):

City of Lawton, an Oklahoma municipal corporation,
212 SW 9th Street, Lawton, Oklahoma 73501

AGENT'S NAME AND PHONE: Christine James, Planning Director, 580-581-3375

EMAIL: christine.james@lawtonok.gov

MAILING ADDRESS (if different): _____

3. I hereby certify that the applicant has **RIGHT OF EMINENT DOMAIN** under the laws of Oklahoma (**CITE APPROPRIATE STATUTE**) Title 11, Chapter 1, Article XXIV, Section 24-110

4. An interim temporary construction permit is requested? YES NO
(NOTE: Applicant must meet established eligibility requirements.)

ITEM 2. IF APPLICATION IS FOR UNDERGROUND EASEMENT, COMPLETE THE FOLLOWING QUESTIONS:

1. Diameter of line: _____

2. Length of easement in rods (as per plat): _____

3. Width of easement in feet (typically 30 feet): _____

4. What product will be transported? _____

5. Will surface structures be required? YES NO

If yes, describe and give size:

6. Does proposed line tie into an existing line? YES NO

If yes, please show general location of existing line on your plat.

7. Is additional temporary construction area required? YES NO

If yes, state length and width of the **additional temporary construction** area required:

(continued on page 2)

ITEM 3. IF APPLICATION IS FOR OTHER THAN AN UNDERGROUND EASEMENT COMPLETE THE FOLLOWING QUESTIONS:

1. Type of easement: Public Drainage Easement # kV if electric line: _____
2. Dimensions of easement: Two at 15' by 15'
3. Is additional temporary construction area required? YES NO
If yes, state length and width of **additional temporary construction** area:
15' by 1296'
(do not include easement area)
4. Total Acreage/rods required 0.45 Acres temporary, 0.01 Acres permanent

This application must be submitted together with:

1. Three (3) original copies of detailed certified plat/survey on **no larger than legal sized paper**, prepared by a licensed engineer/registered surveyor with **seal affixed**. If complete legal description (centerline, where applicable, or metes and bounds) is not included with survey, please type, double space, below. Use attachment if necessary. (This description will be on the issued easement; it **must** be accurate.)
2. There is no application fee for government entities.
3. \$30.00 per rod (minimum of \$500.00) deposit for a temporary construction permit, if requested prior to the easement being issued.
4. Mailing address: Commissioners of the Land Office, P.O. Box 248896, Oklahoma City, OK 73124.

DESCRIPTION OF EASEMENT

APPLICANT AGREES TO PAY THE APPRAISED PRICE AS ESTABLISHED BY THE CLO IN THE EVENT THE PERMIT IS ISSUED AND APPLICANT ACCEPTS TEMPORARY PERMIT.

SIGNATURE OF AUTHORIZED AGENT

Date: _____

PRINTED NAME ADDRESS CITY, STATE ZIP CODE



City of Lawton

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

Commentary

File #: 24-2170

Agenda Date: 12/3/2024

Agenda No: 19.

ITEM TITLE:

Consider approving the Claims List for November 12, 2024 through November 26, 2024.

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

KEY ISSUES: N/A

FUNDING SOURCE: Documented Separately on Claims List

STAFF RECOMMENDED COUNCIL ACTION: Approve the Claims List for November 12, 2024 through November 26, 2024.

AP CHECK RECONCILIATION REGISTER

FOR CASH ACCOUNT: 999 10501

FOR: A11

CHECK #	CHECK DATE	TYPE	VENDOR NAME	UNCLEARED	CLEARED	BATCH	CLEAR DATE
1542	11/13/2024	WIRE	003967 BANCFIRST	90,000.00			
1659	11/12/2024	WIRE	001554 GLOBAL PAYMENTS INC	125.15			
3397	11/14/2024	EFT	005140 CHARM-TEX, INC.	343.60			
3398	11/14/2024	EFT	004173 JAMES SUPPLIES LLC	135.82			
3399	11/14/2024	EFT	005204 PROPIO LS LLC	125.45			
3400	11/14/2024	EFT	001019 ARA EQUIPMENT RENTAL	640.69			
3401	11/14/2024	EFT	004845 BT LAWN MAINTENANCE	170.00			
3402	11/14/2024	EFT	001029 CHAMELEON INDUSTRIES INC	14,409.97			
3403	11/14/2024	EFT	004605 C L BOYD	162,096.28			
3404	11/14/2024	EFT	004613 FIRES INNOVATION SCIENCE	128,123.69			
3405	11/14/2024	EFT	003554 GRAINGER	45.20			
3406	11/14/2024	EFT	001021 INDIAN NATION WHOLESALE C	8,170.27			
3407	11/14/2024	EFT	001017 JOE'S BACKHOE SERVICE	2,890.00			
3408	11/14/2024	EFT	004772 LAWTON/FT SILL ECONOMIC D	73,410.48			
3409	11/14/2024	EFT	004219 MT SCOTT FEED	79.50			
3410	11/14/2024	EFT	004446 OK MUNICIPAL LEAGUE	400.00			
3411	11/14/2024	EFT	005203 PIONEER SUPPLY,LLC	1,927.60			
3412	11/14/2024	EFT	001626 SIMONE ALEXIS MUSSELMAN	360.00			
3413	11/14/2024	EFT	002565 SPECIAL-OPS UNIFORMS INC	2,899.00			
3414	11/14/2024	EFT	005154 STANDARD TESTING & ENGINE	4,228.75			
3415	11/14/2024	EFT	005207 TAHAH LAWCARE & LANDSCAP	1,260.00			
3416	11/14/2024	EFT	003950 TEEN CHALLENGE OF OKLAHOM	3,637.50			
3417	11/14/2024	EFT	004690 WATER TECH, INC.	5,277.75			
3418	11/14/2024	EFT	002912 WOODWARDS DEPT STORE	458.00			
3419	11/14/2024	EFT	004441 WYNN CONSTRUCTION CO., IN	4,137,680.83			
3420	11/22/2024	EFT	001019 ARA EQUIPMENT RENTAL	1,543.50			
3421	11/22/2024	EFT	001451 ASHLEY BROWN	1,782.00			
3422	11/22/2024	EFT	004845 BT LAWN MAINTENANCE	340.00			
3423	11/22/2024	EFT	004793 BUDGET LAWN AND TREE SERV	4,445.00			
3424	11/22/2024	EFT	002378 CHAMBER OF COMMERCE & IND	25.00			
3425	11/22/2024	EFT	001029 CHAMELEON INDUSTRIES INC	9,139.74			
3426	11/22/2024	EFT	004605 C L BOYD	8,302.65			
3427	11/22/2024	EFT	004821 DATAPROSE, LLC	18,481.31			
3428	11/22/2024	EFT	002151 EDWARDS EQUIPMENT LLC	2,598.00			
3429	11/22/2024	EFT	001331 EST INC.	293,315.05			
3430	11/22/2024	EFT	001331 EST INC.	3,887.13			
3431	11/22/2024	EFT	001064 GARVER LLC	1,236,970.26			
3432	11/22/2024	EFT	002770 GLENN OIL CO,LLC	25,984.99			
3433	11/22/2024	EFT	003554 GRAINGER	592.38			
3434	11/22/2024	EFT	004153 H.G. JENKINS CONSTRUCTION	5,232.86			
3436	11/22/2024	EFT	004587 JACOBS ENGINEERING GROUP	66,837.96			
3437	11/22/2024	EFT	004173 JAMES SUPPLIES LLC	172.00			
3438	11/22/2024	EFT	001017 JOE'S BACKHOE SERVICE	2,975.00			
3439	11/22/2024	EFT	005195 LATIMER TRUCKING LLC	4,499.00			
3440	11/22/2024	EFT	004621 MAXWELL SUPPLY CO	1,972.05			
3441	11/22/2024	EFT	003309 MCAFEE & TAFT	19,618.51			
3442	11/22/2024	EFT	005203 PIONEER SUPPLY,LLC	662.20			
3443	11/22/2024	EFT	001626 SIMONE ALEXIS MUSSELMAN	450.00			
3444	11/22/2024	EFT	005163 SOUTHWEST WATER WORKS, LL	1,255,706.20			
3445	11/22/2024	EFT	005154 STANDARD TESTING & ENGINE	6,950.00			
3446	11/22/2024	EFT	003001 SW READY-MIX	9,453.99			
3447	11/22/2024	EFT	005207 TAHAH LAWCARE & LANDSCAP	540.00			

AP CHECK RECONCILIATION REGISTER

FOR CASH ACCOUNT: 999 10501

FOR: A11

CHECK #	CHECK DATE	TYPE	VENDOR NAME	UNCLEARED	CLEARED	BATCH	CLEAR DATE
3448	11/22/2024	EFT	003950 TEEN CHALLENGE OF OKLAHOM	4,227.50			
3449	11/22/2024	EFT	004690 WATER TECH, INC.	7,969.20			
3450	11/22/2024	EFT	002912 WOODWARDS DEPT STORE	1,767.99			
3451	11/22/2024	EFT	004441 WYNN CONSTRUCTION CO., IN	3,089,429.29			
3453	11/26/2024	EFT	005196 BEDROCK NURSERY INC.	2,032.75			
3454	11/26/2024	EFT	004517 BIO-AQUATIC TESTING	1,565.00			
3455	11/26/2024	EFT	004845 BT LAWN MAINTENANCE	204.00			
3456	11/26/2024	EFT	002378 CHAMBER OF COMMERCE & IND	68,151.38			
3457	11/26/2024	EFT	001029 CHAMELEON INDUSTRIES INC	10,659.00			
3458	11/26/2024	EFT	005140 CHARM-TEX, INC.	86.70			
3459	11/26/2024	EFT	001014 CONTROL PANELS USA INC	560,648.35			
3460	11/26/2024	EFT	005141 EVANS & ASSOCIATES UTILIT	708,636.25			
3461	11/26/2024	EFT	004613 FIRES INNOVATION SCIENCE	98,479.74			
3462	11/26/2024	EFT	004153 H.G. JENKINS CONSTRUCTION	278.93			
3463	11/26/2024	EFT	001021 INDIAN NATION WHOLESALE C	1,822.39			
3464	11/26/2024	EFT	004587 JACOBS ENGINEERING GROUP	14,108.82			
3465	11/26/2024	EFT	001017 JOE'S BACKHOE SERVICE	2,592.50			
3466	11/26/2024	EFT	001626 SIMONE ALEXIS MUSSELMAN	450.00			
3467	11/26/2024	EFT	005207 TAHAH LAWNCARE & LANDSCAP	1,080.00			
3468	11/26/2024	EFT	003950 TEEN CHALLENGE OF OKLAHOM	4,395.00			
120576	11/15/2024	PRINTED	000036 AFL-CIO		5,999.85		1 11/22/2024
120577	11/15/2024	PRINTED	000009 ASHLEY ROBERTS		178.95		1 11/25/2024
120578	11/15/2024	PRINTED	000058 CALIFORNIA STATE DISBURSE	352.61			
120579	11/15/2024	PRINTED	000048 CITY OF LAWTON FUND 67		11,184.21		1 11/21/2024
120580	11/15/2024	PRINTED	000049 CITY OF LAWTON GENERAL FU		314.24		1 11/18/2024
120581	11/15/2024	PRINTED	000050 CITY OF LAWTON INSURANCE		268,314.38		1 11/21/2024
120582	11/15/2024	PRINTED	000047 CITY OF LAWTON PENSION FU		122,356.19		1 11/18/2024
120583	11/15/2024	PRINTED	000057 COMANCHE NATION CHILD SUP		415.38		1 11/20/2024
120584	11/15/2024	PRINTED	000066 EDNA MARIE SLACK	115.38			
120585	11/15/2024	PRINTED	000006 FAMILY SUPPORT PAYMENT CE	185.08			
120586	11/15/2024	PRINTED	000094 FAMILY SUPPORT REGISTRY	148.65			
120587	11/15/2024	PRINTED	000046 LAWTON FIREFIGHTERS HEALT	78,942.31			
120588	11/15/2024	PRINTED	000045 LAWTON FIREFIGHTERS ASSOC	5,771.84			
120589	11/15/2024	PRINTED	000033 FIREFIGHTERS PENSION AND	84,103.34			
120590	11/15/2024	PRINTED	000037 FRATERNAL ORDER OF POLICE		1,606.00		1 11/22/2024
120591	11/15/2024	PRINTED	000035 IAFF-PAC	3,104.01			
120592	11/15/2024	PRINTED	000090 IDAHO CHILD SUPPORT RECEI	150.00			
120593	11/15/2024	PRINTED	000056 LEGALSHIELD		368.01		1 11/22/2024
120594	11/15/2024	PRINTED	000027 LOVE BEAL & NIXON		1,062.89		1 11/21/2024
120595	11/15/2024	PRINTED	000076 MISSIONSQUARE	9,190.66			
120596	11/15/2024	PRINTED	000002 MISSISSIPPI DEPARTMENT OF	212.33			
120597	11/15/2024	PRINTED	000001 OK CENTRALIZED SUPPORT RE		6,805.94		1 11/20/2024
120598	11/15/2024	PRINTED	000030 OKLAHOMA MUNICIPAL RETIRE		45,060.29		1 11/21/2024
120599	11/15/2024	PRINTED	000092 ROBINSON, HOOVER, & FUDGE	536.07			
120600	11/15/2024	PRINTED	000013 SOCIAL SECURITY ADMINIST	150.00			
120601	11/15/2024	PRINTED	000069 TEXAS CHILD SUPPORT SDU		559.14		1 11/25/2024
120602	11/15/2024	PRINTED	000051 UNION ADMIN		30.15		1 11/18/2024
120603	11/15/2024	PRINTED	000039 UNITED WAY		562.99		1 11/22/2024
120604	11/15/2024	PRINTED	000042 US DEPARTMENT OF TREASURY	266.46			
120605	11/14/2024	PRINTED	001127 GALLS, AN ARAMARK COMPANY	3,160.93			
120606	11/14/2024	PRINTED	003523 HOBBY LOBBY STORES, INC	351.24			
120607	11/14/2024	PRINTED	002937 J & R EQUIPMENT LLC		259.27		1 11/25/2024

AP CHECK RECONCILIATION REGISTER

FOR CASH ACCOUNT: 999 10501

FOR: A11

CHECK #	CHECK DATE	TYPE	VENDOR NAME	UNCLEARED	CLEARED	BATCH	CLEAR DATE
120608	11/14/2024	PRINTED	001583 MATHESON TRI-GAS INC		3,556.33	1	11/25/2024
120609	11/14/2024	PRINTED	002906 ROLL-OFFS OF AMERICA, INC	27,470.00			
120610	11/14/2024	PRINTED	001097 ARVEST BANK OPERATIONS, I	215.00			
120611	11/14/2024	PRINTED	001677 4X CONSTRUCTION GROUP, LL	1,280,108.96			
120612	11/14/2024	PRINTED	004811 ACCURATE ENVIRONMENTAL		31.50	1	11/21/2024
120613	11/14/2024	PRINTED	001917 ACE HARDWARE/WESTSIDE ACE	51.32			
120614	11/14/2024	PRINTED	001307 AETNA BEHAVIORAL HEALTH L	2,512.00			
120615	11/14/2024	PRINTED	004349 AIA SERVICES, LLC	695.05			
120616	11/14/2024	PRINTED	004573 ALLSTATE TERMITE & PEST S	395.00			
120617	11/14/2024	PRINTED	004573 ALLSTATE TERMITE & PEST S	172.50			
120618	11/14/2024	PRINTED	003867 AMAZON CAPITAL SERVICES	3,515.98			
120619	11/14/2024	PRINTED	003378 AMERICAN ELECTRIC POWER	41,593.34			
120620	11/14/2024	PRINTED	001589 ANGELO HOUSTON		375.00	1	11/19/2024
120621	11/14/2024	PRINTED	004174 APPLIED CONCEPTS INC		875.00	1	11/22/2024
120622	11/14/2024	PRINTED	001037 AT & T	1,420.48			
120623	11/14/2024	PRINTED	001037 AT & T	144.84			
120624	11/14/2024	PRINTED	002729 AT & T LONG DISTANCE	6,029.59			
120625	11/14/2024	PRINTED	002821 BOK FINANCIAL SECURITIES,		68,000.00	1	11/22/2024
120626	11/14/2024	PRINTED	003383 BANK OF OKLAHOMA N.A./OKC		87,793.69	1	11/22/2024
120627	11/14/2024	PRINTED	001553 BIG BOBS PORTA POTTY'S		231.00	1	11/22/2024
120628	11/14/2024	PRINTED	002208 BIMBO BAKERIES USA INC	1,126.40			
120629	11/14/2024	PRINTED	003083 BRENTAG SOUTHWEST INC		8,305.76	1	11/25/2024
120630	11/14/2024	PRINTED	003224 C H GUERNSEY & COMPANY		22,140.50	1	11/22/2024
120631	11/14/2024	PRINTED	003869 CAMERON UNIVERSITY		12.59	1	11/25/2024
120632	11/14/2024	VOID	001831 CANVA US, INC	.00			
120633	11/14/2024	PRINTED	001131 CAPITOL ELECTRIC MOTOR RE		488.02	1	11/25/2024
120634	11/14/2024	PRINTED	002365 CASCO INDUSTRIES INC		600.00	1	11/25/2024
120635	11/14/2024	PRINTED	001053 CENTER FOR OCCUPATIONAL H		1,100.00	1	11/22/2024
120636	11/14/2024	PRINTED	003933 CHARLIE'S BACKHOE, DEMO,	6,750.00			
120637	11/14/2024	PRINTED	002157 CHECKER WRECKER & AUTO SA		261.00	1	11/25/2024
120638	11/14/2024	PRINTED	002116 RANDALL SCOTT VAUGHN	2,812.50			
120639	11/14/2024	PRINTED	003176 CHRISTA HUTCHINSON		18.00	1	11/25/2024
120640	11/14/2024	PRINTED	004323 CITY CLERK CASH ACCOUNT	70.00			
120641	11/14/2024	PRINTED	000047 CITY OF LAWTON PENSION FU		51,047.03	1	11/18/2024
120642	11/14/2024	PRINTED	002563 SIGRID KD CORPORATION		202.00	1	11/22/2024
120643	11/14/2024	PRINTED	001765 DITCH WITCH OF OKLAHOMA,		7,695.00	1	11/21/2024
120644	11/14/2024	PRINTED	001079 EXPRESS EMPLOYMENT PROFES		760.32	1	11/22/2024
120645	11/14/2024	PRINTED	004172 FILE THIRTEEN LLC		154.00	1	11/21/2024
120646	11/14/2024	PRINTED	003297 FISHER SCIENTIFIC		82.69	1	11/25/2024
120647	11/14/2024	PRINTED	005217 FULL RESCUE EMERGENCY VEH		8,190.00	1	11/25/2024
120648	11/14/2024	PRINTED	004784 GODFREY'S INDOOR SHOOTING	995.00			
120649	11/14/2024	PRINTED	001702 JACKIE C CRABTREE		2,850.00	1	11/25/2024
120650	11/14/2024	PRINTED	002973 JEFFS KEY & SAFE SHOP		28.00	1	11/21/2024
120651	11/14/2024	PRINTED	001636 JOSHUA POWERS		3,327.58	1	11/22/2024
120652	11/14/2024	PRINTED	004478 KNOX TRANSISTIONAL INC		721.00	1	11/25/2024
120653	11/14/2024	PRINTED	003399 LAWTON AREA TRANSIT SYSTE		81,587.94	1	11/18/2024
120654	11/14/2024	PRINTED	003399 LAWTON AREA TRANSIT SYSTE		5,463.60	1	11/18/2024
120655	11/14/2024	PRINTED	003399 LAWTON AREA TRANSIT SYSTE		1,510.42	1	11/18/2024
120656	11/14/2024	PRINTED	003399 LAWTON AREA TRANSIT SYSTE		56.91	1	11/18/2024
120657	11/14/2024	PRINTED	001828 LAWTON NEWSPAPER LLC		1,034.54	1	11/21/2024
120658	11/14/2024	PRINTED	002173 LEXISNEXIS RISK SOLUTIONS		400.00	1	11/25/2024
120659	11/14/2024	PRINTED	001340 LOCAL RADIO, LLC		300.00	1	11/21/2024

AP CHECK RECONCILIATION REGISTER

FOR CASH ACCOUNT: 999 10501

FOR: ALL

CHECK #	CHECK DATE	TYPE	VENDOR NAME	UNCLEARED	CLEARED	BATCH	CLEAR DATE
120660	11/14/2024	PRINTED	001313 LUCAS COLOR CARD		2,339.27	1	11/21/2024
120661	11/14/2024	PRINTED	001543 MACKEY LAW FIRM PLLC		300.00	1	11/22/2024
120662	11/14/2024	PRINTED	001040 MARIE DETTY YOUTH & FAMIL	5,939.59			
120663	11/14/2024	PRINTED	001827 MICHAEL TAYLOR		6,802.00	1	11/18/2024
120664	11/14/2024	PRINTED	001032 MIDWEST TAPE LLC	8,000.00			
120665	11/14/2024	PRINTED	003214 MOBILE MEALS INC	4,029.00			
120666	11/14/2024	PRINTED	001911 LAWTON MOTORSPORTS	1,282.77			
120667	11/14/2024	PRINTED	001742 NUESYNERGY, INC	2,974.75			
120668	11/14/2024	PRINTED	001007 OK DEPT OF LABOR	50.00			
120669	11/14/2024	PRINTED	003209 OSDH-EMERGENCY SYSTEMS		85.00	1	11/20/2024
120670	11/14/2024	PRINTED	001672 OKLAHOMA DEPARTMENT OF EN		1,442.78	1	11/22/2024
120671	11/14/2024	PRINTED	002598 OTA PIKEPASS	7.00			
120672	11/14/2024	PRINTED	999991 Dri Right	57.50			
120673	11/14/2024	PRINTED	999998 ALEXIUS LENGELE	57.10			
120674	11/14/2024	PRINTED	999998 CAROL GIBSON		60.09	1	11/22/2024
120675	11/14/2024	PRINTED	999998 CIRQUE ENTERTAINMENT LLC	2,926.33			
120676	11/14/2024	PRINTED	999998 CMS WILLOWBROOK	1,430.77			
120677	11/14/2024	PRINTED	999998 DELTA YOD LLC	65.91			
120678	11/14/2024	PRINTED	999998 GARY JOINER	20.91			
120679	11/14/2024	PRINTED	999998 JOSEPH L MCCALL		13.06	1	11/22/2024
120680	11/14/2024	PRINTED	999998 MAHALO MAG INVESTMENTS LL		65.63	1	11/22/2024
120681	11/14/2024	PRINTED	999998 MONTES LAWN SERVICE LLC	2,020.25			
120682	11/14/2024	PRINTED	999998 SCOTT CREW		41.19	1	11/22/2024
120683	11/14/2024	PRINTED	999998 SHEMEKA JOHNSON	25.63			
120684	11/14/2024	PRINTED	999998 SHERRY ALEXANDER	61.19			
120685	11/14/2024	PRINTED	999998 WILLIAM BUSCH	41.19			
120686	11/14/2024	PRINTED	999995 JEFFERY LONG	136.10			
120687	11/14/2024	PRINTED	999995 ROY RIOS	208.36			
120688	11/14/2024	PRINTED	999995 DAVID BAGGETT	52.09			
120689	11/14/2024	PRINTED	999995 JASON HEATON	89.05			
120690	11/14/2024	PRINTED	999995 JAY PAYNE	104.18			
120691	11/14/2024	PRINTED	004237 PETER GOLDRING		1,500.00	1	11/22/2024
120692	11/14/2024	PRINTED	004329 PETTY CASH		66.00	1	11/18/2024
120693	11/14/2024	PRINTED	004329 PETTY CASH		118.00	1	11/18/2024
120694	11/14/2024	PRINTED	001234 PIERCE COUCH HENDRICKSON		15,416.65	1	11/21/2024
120695	11/14/2024	PRINTED	001862 QUILL LLC	112.93			
120696	11/14/2024	PRINTED	002192 RED WING BUSINESS ADVANTA	400.00			
120697	11/14/2024	PRINTED	001157 REDNECK DOOR	1,450.00			
120698	11/14/2024	PRINTED	001132 REEVES COMPANY INC	502.60			
120699	11/14/2024	PRINTED	005233 RIVER CITY HYDRAULICS, IN	249,431.00			
120700	11/14/2024	PRINTED	003465 RURAL WATER DIST #2		247.40	1	11/20/2024
120701	11/14/2024	PRINTED	003466 RURAL WATER DIST #3		81.80	1	11/25/2024
120702	11/14/2024	PRINTED	001097 ARVEST BANK OPERATIONS, I	9,433.95			
120703	11/14/2024	PRINTED	001097 ARVEST BANK OPERATIONS, I	2,956.45			
120704	11/14/2024	PRINTED	001097 ARVEST BANK OPERATIONS, I	489.64			
120705	11/14/2024	PRINTED	001923 CHRIS SOLID		403.00	1	11/22/2024
120706	11/14/2024	PRINTED	002895 AAFEX FIRE SYSTEMS, INC	440.00			
120707	11/14/2024	PRINTED	001853 SOUTHWEST CHEMICAL OF LAW		664.00	1	11/25/2024
120708	11/14/2024	PRINTED	003666 SOUTHWEST MAILING SERVICE	477.29			
120709	11/14/2024	PRINTED	004735 SUMMIT UTILITIES OKLAHOMA	927.24			
120710	11/14/2024	PRINTED	003597 T & W TIRE		218.80	1	11/21/2024
120711	11/14/2024	PRINTED	001790 TEDDER INDUSTRIES, LLC	4,879.95			

AP CHECK RECONCILIATION REGISTER

FOR CASH ACCOUNT: 999 10501

FOR: A11

CHECK #	CHECK DATE	TYPE	VENDOR NAME	UNCLEARED	CLEARED	BATCH	CLEAR DATE
120712	11/14/2024	PRINTED	001859 THE ALARM GROUP INC		258.10	1	11/21/2024
120713	11/14/2024	PRINTED	004764 THE COMPLIANCE RESOURCE G		2,025.00	1	11/21/2024
120714	11/14/2024	PRINTED	001254 TIGER PHYSICIAN STAFFING,	2,200.00			
120715	11/14/2024	PRINTED	001874 UNIFIRST CORPORATION		514.80	1	11/25/2024
120716	11/14/2024	PRINTED	001156 UNITED LABORATORIES	775.54			
120717	11/14/2024	PRINTED	002231 DON CANTRELL		1,153.96	1	11/25/2024
120718	11/14/2024	PRINTED	001434 WICHITA WATER CONDITIONIN		237.50	1	11/21/2024
120719	11/22/2024	PRINTED	001737 A+ CONSTRUCTION & UTILITI	19,350.00			
120720	11/22/2024	PRINTED	004811 ACCURATE ENVIRONMENTAL	1,540.50			
120721	11/22/2024	PRINTED	001917 ACE HARDWARE/WESTSIDE ACE	14.95			
120722	11/22/2024	PRINTED	002143 ACTION SAFETY SUPPLY CO L	12,032.46			
120723	11/22/2024	PRINTED	001508 AERZEN USA CORP	81,200.00			
120724	11/22/2024	PRINTED	002003 AIRGAS USA LLC	207.31			
120725	11/22/2024	PRINTED	001057 ALBRIGHT STEEL & WIRE	539.78			
120726	11/22/2024	PRINTED	001577 ALLIED LAB INC	2,290.00			
120727	11/22/2024	PRINTED	004573 ALLSTATE TERMITE & PEST S	335.00			
120728	11/22/2024	PRINTED	003867 AMAZON.COM SALES INC	1,633.00			
120729	11/22/2024	PRINTED	003867 AMAZON CAPITAL SERVICES	3,669.56			
120730	11/22/2024	PRINTED	003378 AMERICAN ELECTRIC POWER	79,307.72			
120731	11/22/2024	PRINTED	001589 ANGELO HOUSTON	375.00			
120732	11/22/2024	PRINTED	001865 AUTO ALIGNMENT	70.00			
120733	11/22/2024	PRINTED	003383 BANK OF OKLAHOMA N.A./OKC	1,276,546.22			
120734	11/22/2024	PRINTED	002875 BOARD OF VETERINARY MEDIC	200.00			
120735	11/22/2024	PRINTED	003083 BRENNTAG SOUTHWEST INC	16,346.56			
120736	11/22/2024	PRINTED	003224 C H GUERNSEY & COMPANY	1,711.75			
120737	11/22/2024	PRINTED	003869 CAMERON UNIVERSITY	65.50			
120738	11/22/2024	PRINTED	002365 CASCO INDUSTRIES INC	753.68			
120739	11/22/2024	PRINTED	001053 CENTER FOR OCCUPATIONAL H	220.00			
120740	11/22/2024	PRINTED	002157 CHECKER WRECKER & AUTO SA	298.00			
120741	11/22/2024	PRINTED	003176 CHRISTA HUTCHINSON	42.00			
120742	11/22/2024	PRINTED	003834 COMANCHE COUNTY ASSESSOR	52,405.97			
120743	11/22/2024	PRINTED	002452 COMANCHE LUMBER INC	37.39			
120744	11/22/2024	PRINTED	001191 COMANCHE SEED & GRAIN LLC	900.00			
120745	11/22/2024	PRINTED	001707 CORE & MAIN LP	1,114.80			
120746	11/22/2024	PRINTED	002511 COTTON ELECTRIC CO-OP	7,606.39			
120747	11/22/2024	PRINTED	001872 CROSS TECHNOLOGIES, INC	896.25			
120748	11/22/2024	PRINTED	001837 CROSSROADS BUILDING CORPO	9,000.00			
120749	11/22/2024	PRINTED	001177 DATAWORKS PLUS	948.00			
120750	11/22/2024	PRINTED	001528 DOERNER SAUNDERS DANIEL &	974.00			
120751	11/22/2024	PRINTED	003972 DUB ROSS CO INC	23,950.80			
120752	11/22/2024	PRINTED	004778 DUNLAP CODDING PC	443.75			
120753	11/22/2024	PRINTED	002955 EASTLAND LAWNMOWER SVC	591.60			
120754	11/22/2024	PRINTED	001763 ELITE CUSTOM EXTERIORS, L	1,940.00			
120755	11/22/2024	PRINTED	005225 ENVIRONMENTAL MANAGEMENT,	16,677.40			
120756	11/22/2024	PRINTED	004533 ENVIRONMENTAL RESOURCE AS	846.29			
120757	11/22/2024	PRINTED	001079 EXPRESS EMPLOYMENT PROFES	11,723.01			
120758	11/22/2024	PRINTED	004595 FARRWEST ENVIORNMENTAL SU	416.58			
120759	11/22/2024	PRINTED	003404 FASTENAL COMPANY	119.99			
120760	11/22/2024	PRINTED	003404 FASTENAL COMPANY	228.07			
120761	11/22/2024	PRINTED	004474 FLOYD & DRIVER, PLLC	68,000.00			
120762	11/22/2024	PRINTED	003335 FRED BREWER SALES, INC	520.00			
120763	11/22/2024	PRINTED	001542 GH2 ARCHITECTS, LLC	4,788.00			

AP CHECK RECONCILIATION REGISTER

FOR CASH ACCOUNT: 999 10501

FOR: A11

CHECK #	CHECK DATE	TYPE	VENDOR NAME	UNCLEARED	CLEARED	BATCH	CLEAR DATE
120764	11/22/2024	PRINTED	001588 GO SPARQ LLC	8,230.71			
120765	11/22/2024	PRINTED	002787 GOODWILL INDUSTRIES	250.00			
120766	11/22/2024	PRINTED	001799 GREYSTONE CONSTRUCTION CO	45,000.00			
120767	11/22/2024	PRINTED	003505 HACH	332.25			
120768	11/22/2024	PRINTED	001120 HEARTLAND PARTS & SERVICE	775.40			
120769	11/22/2024	PRINTED	002850 HEAVY TRUCK & TRAILER	377.34			
120770	11/22/2024	PRINTED	005230 HORSESHOE CONSTRUCTION IN	610,071.00			
120771	11/22/2024	PRINTED	001560 HUNZICKER BROTHERS INC	803.36			
120772	11/22/2024	PRINTED	001731 JERRY THORNTON	575.00			
120773	11/22/2024	PRINTED	002396 JOHNSON & JOHNSON LOCKSMI	92.00			
120774	11/22/2024	PRINTED	003643 MORE & MORE, INC	17,520.15			
120775	11/22/2024	PRINTED	001526 KB ELECTRIC, LLC	3,350.00			
120776	11/22/2024	PRINTED	003399 LAWTON AREA TRANSIT SYSTE		71,804.25	1	11/25/2024
120777	11/22/2024	PRINTED	002264 LAWTON FARMERS MARKET INS	22,094.32			
120778	11/22/2024	PRINTED	003077 LAWTON MACHINE & WELDING	19,760.83			
120779	11/22/2024	PRINTED	001667 LAWTON METROPOLITAN AIRPO	26,218.43			
120780	11/22/2024	PRINTED	001828 LAWTON NEWSPAPER LLC	1,658.38			
120781	11/22/2024	PRINTED	001531 CITY OF LAWTON	38,676.00			
120782	11/22/2024	PRINTED	003124 LOCKE SUPPLY	26.03			
120783	11/22/2024	PRINTED	001543 MACKAY LAW FIRM PLLC	60.00			
120784	11/22/2024	PRINTED	001617 MAD COWBOY METAL WORKS LL	610.00			
120785	11/22/2024	PRINTED	001771 MARCOS A RODRIGUEZ JR	500.00			
120786	11/22/2024	PRINTED	001583 MATHESON TRI-GAS INC	3,491.26			
120787	11/22/2024	PRINTED	001827 MICHAEL TAYLOR		7,799.60	1	11/25/2024
120788	11/22/2024	PRINTED	001818 MILLER-TIPPENS CONSTRUCTI	1,189,987.31			
120789	11/22/2024	PRINTED	003812 MONROE SYS FOR BUSINESS	577.00			
120790	11/22/2024	PRINTED	001684 NAPA AUTO PARTS	75,888.44			
120791	11/22/2024	PRINTED	003257 NCL OF WISCONSIN, INC	225.36			
120792	11/22/2024	PRINTED	002873 O'REILLY AUTO PARTS	1,671.37			
120793	11/22/2024	PRINTED	003284 OK HISTORICAL SOCIETY	20,000.00			
120794	11/22/2024	PRINTED	001672 OKLAHOMA DEPARTMENT OF EN	62.00			
120795	11/22/2024	PRINTED	003106 OKLAHOMA STATE UNIVERSITY	1,800.00			
120796	11/22/2024	PRINTED	004138 OSBI	41.00			
120797	11/22/2024	PRINTED	999997 AMANDA LYNN TUCKER	37.25			
120798	11/22/2024	PRINTED	999997 ASHLEY RENEE JOHNSON	17.25			
120799	11/22/2024	PRINTED	999997 CAROL RICHARDS	17.25			
120800	11/22/2024	PRINTED	999997 CHERYL JAYNE OTTENWALDER	17.25			
120801	11/22/2024	PRINTED	999997 JASMINE WHITLOCK	17.25			
120802	11/22/2024	PRINTED	999997 KEANA JANEAL CALHOUN	57.50			
120803	11/22/2024	PRINTED	999997 STEVEN JAY HOFFMAN	23.00			
120804	11/22/2024	PRINTED	999997 TETIANA DEMOSTHENIS	23.00			
120805	11/22/2024	PRINTED	999997 THADDEUS MADISON RHEA	23.00			
120806	11/22/2024	PRINTED	999998 4919 PROPERTIES LLC	62.74			
120807	11/22/2024	PRINTED	999998 ADAM B HEATH	31.19			
120808	11/22/2024	PRINTED	999998 ANTONIO ALANIZ	18.19			
120809	11/22/2024	PRINTED	999998 ASHTON PATTERSON	25.58			
120810	11/22/2024	PRINTED	999998 CHARLES C WHITMORE JR	4.04			
120811	11/22/2024	PRINTED	999998 CORDEIRO HOME SERVICE INC	42.91			
120812	11/22/2024	PRINTED	999998 COURT ASSISTANCE PROGRAMS	43.19			
120813	11/22/2024	PRINTED	999998 GILSON DE ALMENA	42.60			
120814	11/22/2024	PRINTED	999998 JC UTILITY SERVICES LLC	110.75			
120815	11/22/2024	PRINTED	999998 JESSE SALAS	42.63			

AP CHECK RECONCILIATION REGISTER

FOR CASH ACCOUNT: 999 10501

FOR: A11

CHECK #	CHECK DATE	TYPE	VENDOR NAME	UNCLEARED	CLEARED	BATCH	CLEAR DATE
120816	11/22/2024	PRINTED	999998 JONATHAN MARTINEZ	43.19			
120817	11/22/2024	PRINTED	999998 NEXT HOME TRI-COVENANT RE	57.21			
120818	11/22/2024	PRINTED	999998 PREMIER ENVIRONMENTAL SER	2,210.90			
120819	11/22/2024	PRINTED	999998 REBECCA RUSHING	33.70			
120820	11/22/2024	PRINTED	999998 THAN MEY	31.19			
120821	11/22/2024	PRINTED	999998 TYLER C EDSTROM	56.77			
120822	11/22/2024	PRINTED	999998 VICTORIA M MONTALVO	18.70			
120823	11/22/2024	PRINTED	999998 WILSON ALVARADO	10.19			
120824	11/22/2024	PRINTED	999995 NANCY SERES	150.00			
120825	11/22/2024	PRINTED	001571 OVERDRIVE INC	12,000.00			
120826	11/22/2024	PRINTED	002320 PATCO ELECTRICAL SVCS, IN	615.36			
120827	11/22/2024	PRINTED	005187 PVS DX, INC.	27,623.38			
120828	11/22/2024	PRINTED	004151 POLYDYNE INC	4,646.00			
120829	11/22/2024	PRINTED	001187 PRIMARY STRUCTURE, INC	47,408.50			
120830	11/22/2024	PRINTED	001862 QUILL LLC	2,158.10			
120831	11/22/2024	PRINTED	004255 RON STEPHENS	1,749.18			
120832	11/22/2024	PRINTED	001232 ROSENSTEIN, FIST & RINGOL	286.00			
120833	11/22/2024	PRINTED	004352 SCHOLASTIC INC	2,128.00			
120834	11/22/2024	PRINTED	001769 SCIH ICE HOLDINGS INC	132.50			
120835	11/22/2024	PRINTED	001097 ARVEST BANK OPERATIONS, I	18,162.75			
120836	11/22/2024	PRINTED	004170 SHANE BURK GLASS	1,150.00			
120837	11/22/2024	PRINTED	001745 SMIOTA INC	5,823.87			
120838	11/22/2024	PRINTED	004259 ROBERT JOHNS JR	422.58			
120839	11/22/2024	PRINTED	002895 AAFEX FIRE SYSTEMS, INC	135.00			
120840	11/22/2024	PRINTED	001853 SOUTHWEST CHEMICAL OF LAW	27.00			
120841	11/22/2024	PRINTED	001435 STEIDLEY & NEAL, PLLC	595.00			
120842	11/22/2024	PRINTED	004735 SUMMIT UTILITIES OKLAHOMA	724.55			
120843	11/22/2024	PRINTED	003597 T & W TIRE	285.48			
120844	11/22/2024	PRINTED	001622 TRANSUNION RISK & ALTERNA	348.90			
120845	11/22/2024	PRINTED	004199 UNIFIRST FIRST AID CORPOR	71.05			
120846	11/22/2024	PRINTED	001874 UNIFIRST CORPORATION	2,088.74			
120847	11/22/2024	PRINTED	001319 UNITED RENTALS NORTH AMER	14,784.00			
120848	11/22/2024	PRINTED	002286 UNIVAR SOLUTIONS USA INC	7,121.05			
120849	11/22/2024	PRINTED	002308 US CELLULAR	1,040.90			
120850	11/22/2024	PRINTED	003675 VERIZON WIRELESS	15,800.36			
120851	11/22/2024	PRINTED	002231 DON CANTRELL	536.82			
120852	11/22/2024	PRINTED	003514 WARREN CAT	6,714.33			
120853	11/22/2024	PRINTED	004839 WARREN WILSON	1,290.50			
120854	11/22/2024	PRINTED	003738 WAURIKA PROJECT MASTER	294,784.52			
120855	11/22/2024	PRINTED	001434 WICHITA WATER CONDITIONIN	99.25			
120856	11/26/2024	PRINTED	004811 ACCURATE ENVIRONMENTAL	346.50			
120857	11/26/2024	PRINTED	004349 AIA SERVICES, LLC	2,133.70			
120858	11/26/2024	PRINTED	004573 ALLSTATE TERMITE & PEST S	40.00			
120859	11/26/2024	PRINTED	003867 AMAZON CAPITAL SERVICES	1,158.12			
120860	11/26/2024	PRINTED	003378 AMERICAN ELECTRIC POWER	388.43			
120861	11/26/2024	PRINTED	001589 ANGELO HOUSTON	405.00			
120862	11/26/2024	PRINTED	001683 BANC OF AMERICA PUBLIC CA	19,632.72			
120863	11/26/2024	PRINTED	001288 BENNETT OFFICE EQUIPMENT	199.50			
120864	11/26/2024	PRINTED	002208 BIMBO BAKERIES USA INC	409.60			
120865	11/26/2024	PRINTED	003224 C H GUERNSEY & COMPANY	21,409.50			
120866	11/26/2024	PRINTED	002447 CO ELECTION BOARD SEC	1,117.05			
120867	11/26/2024	PRINTED	002511 COTTON ELECTRIC CO-OP	463.28			

AP CHECK RECONCILIATION REGISTER

FOR CASH ACCOUNT: 999 10501

FOR: A11

CHECK #	CHECK DATE	TYPE	VENDOR NAME	UNCLEARED	CLEARED	BATCH	CLEAR DATE
120868	11/26/2024	PRINTED	001849 DENNIS KYLE STEVENS	400.00			
120869	11/26/2024	PRINTED	003630 DEPT OF PUBLIC SAFETY	1,107.00			
120870	11/26/2024	PRINTED	001079 EXPRESS EMPLOYMENT PROFES	5,886.33			
120871	11/26/2024	PRINTED	003541 FIRE PROS LLC	447.00			
120872	11/26/2024	PRINTED	003335 FRED BREWER SALES, INC	590.00			
120873	11/26/2024	PRINTED	001824 FREESE AND NICHOLS INC	2,527.19			
120874	11/26/2024	PRINTED	001127 GALLS, AN ARAMARK COMPANY	1,365.10			
120875	11/26/2024	PRINTED	003505 HACH	1,927.56			
120876	11/26/2024	PRINTED	001702 JACKIE C CRABTREE	2,850.00			
120877	11/26/2024	PRINTED	001839 JOHNNY KINDER	12,000.00			
120878	11/26/2024	PRINTED	001636 JOSHUA POWERS	3,269.40			
120879	11/26/2024	PRINTED	001041 LAWTON ENHANCEMENT TRUST	4,715.00			
120880	11/26/2024	PRINTED	003077 LAWTON MACHINE & WELDING	11,820.86			
120881	11/26/2024	PRINTED	001436 LAWTON ROTARY LEADERSHIP	3,000.00			
120882	11/26/2024	PRINTED	004662 LAWTON YOUTH SPORTS AUTHO	27,963.17			
120883	11/26/2024	PRINTED	001040 MARIE DETTY YOUTH & FAMIL	5,956.49			
120884	11/26/2024	PRINTED	001827 MICHAEL TAYLOR	8,041.00			
120885	11/26/2024	PRINTED	004438 MUSEUM of the great plain	41,666.67			
120886	11/26/2024	PRINTED	004438 MUSEUM OF THE GREAT PLAIN	5,833.33			
120887	11/26/2024	PRINTED	003257 NCL OF WISCONSIN, INC	55.88			
120888	11/26/2024	PRINTED	002706 O.C.E.A.	215.00			
120889	11/26/2024	PRINTED	001573 OFFICE OF MANAGEMENT AND	208.73			
120890	11/26/2024	PRINTED	999997 CHRISTINA HELEN PETERSEN	28.75			
120891	11/26/2024	PRINTED	999997 CONSUELO OZUNA	23.00			
120892	11/26/2024	PRINTED	999997 ELLEN ALICE BISHOP	17.25			
120893	11/26/2024	PRINTED	999997 FRITZ PURDUM	20.00			
120894	11/26/2024	PRINTED	999997 INGA MARKETTA SOODAN	23.00			
120895	11/26/2024	PRINTED	999997 JON ELLA LONG	23.00			
120896	11/26/2024	PRINTED	999997 ROBERT JOSEPH MENARD, JR	17.25			
120897	11/26/2024	PRINTED	999997 SHARON JOAN CRAWFORD	17.25			
120898	11/26/2024	PRINTED	999997 SILVIA ECKER	17.25			
120899	11/26/2024	PRINTED	999997 TAMMY GAIL WALLACE	115.00			
120900	11/26/2024	PRINTED	999997 WESLEY GARZA	14.25			
120901	11/26/2024	PRINTED	999991 Coronado Construction	57.50			
120902	11/26/2024	PRINTED	999998 AXLE OCASIO	71.61			
120903	11/26/2024	PRINTED	999998 DEREK HENTKOWSKI	65.63			
120904	11/26/2024	PRINTED	999998 JENNIFER SANTIAGO	41.19			
120905	11/26/2024	PRINTED	999998 JOY L DOYLE	27.05			
120906	11/26/2024	PRINTED	999998 W W BUILDERS	2,650.53			
120907	11/26/2024	PRINTED	999998 WILFRED A COUTURE	88.67			
120908	11/26/2024	PRINTED	999995 PETER STUDEBAKER	180.00			
120909	11/26/2024	PRINTED	999995 MARY LAWSON	200.00			
120910	11/26/2024	PRINTED	999995 STEPHEN SMITH	200.00			
120911	11/26/2024	PRINTED	999995 AMANDA GILLESPIE	200.00			
120912	11/26/2024	PRINTED	005187 PVS DX, INC.	13,144.03			
120913	11/26/2024	PRINTED	004329 PETTY CASH	164.00			
120914	11/26/2024	PRINTED	002120 PLAYCORE GROUP, INC & SUB	1,615,976.55			
120915	11/26/2024	PRINTED	001862 QUILL LLC	2,564.00			
120916	11/26/2024	PRINTED	001097 ARVEST BANK OPERATIONS, I	13,143.21			
120917	11/26/2024	PRINTED	001838 SOON SEOP HONG	14,517.00			
120918	11/26/2024	PRINTED	001158 STEARNS,CONRAD & SCHMIDT	178,803.10			
120919	11/26/2024	PRINTED	004735 SUMMIT UTILITIES OKLAHOMA	4,431.26			

AP CHECK RECONCILIATION REGISTER

FOR CASH ACCOUNT: 999 10501

FOR: All

CHECK #	CHECK DATE	TYPE	VENDOR NAME	UNCLEARED	CLEARED	BATCH	CLEAR DATE
120920	11/26/2024	PRINTED	003874 SWANA	305.00			
120921	11/26/2024	PRINTED	005235 TORRIE BRYANT	150.00			
120922	11/26/2024	PRINTED	004304 TRADITIONAL INSPECTION ON	22,802.40			
120923	11/26/2024	PRINTED	001812 UNA L. WILLIAMS	1,104.00			
120924	11/26/2024	PRINTED	001874 UNIFIRST CORPORATION	197.77			
120925	11/26/2024	PRINTED	001319 UNITED RENTALS NORTH AMER	10,898.51			
120926	11/26/2024	PRINTED	003675 VERIZON WIRELESS	1,799.95			
120927	11/26/2024	PRINTED	003738 WAURIKA PROJECT MASTER	242,176.87			
120928	11/26/2024	PRINTED	001090 WITMER ASSOCIATES, INC	581.67			
425 CHECKS				CASH ACCOUNT TOTAL	20,650,863.15	937,935.18	

AP CHECK RECONCILIATION REGISTER

		UNCLEARED	CLEARED
425 CHECKS	FINAL TOTAL	20,650,863.15	937,935.18

** END OF REPORT - Generated by Madison Leonhart **

AP CHECK RECONCILIATION REGISTER

FOR CASH ACCOUNT: 260 10590

FOR: All

CHECK #	CHECK DATE	TYPE	VENDOR NAME	UNCLEARED	CLEARED	BATCH	CLEAR DATE
4395	11/22/2024	PRINTED	004573 ALLSTATE TERMITE & PEST S	22.50			
4396	11/22/2024	PRINTED	002912 WOODWARDS DEPT STORE	395.00			
4397	11/26/2024	PRINTED	001315 FAMILY PROMISE OF LAWTON,	12,350.00			
4398	11/26/2024	PRINTED	001040 MARIE DETTY YOUTH & FAMIL	8,994.12			
4399	11/26/2024	PRINTED	004735 SUMMIT UTILITIES OKLAHOMA	93.90			
4400	11/26/2024	PRINTED	005150 WHITEHEAD PLUMBING LLC	5,100.00			
6 CHECKS CASH ACCOUNT TOTAL				26,955.52	.00		

AP CHECK RECONCILIATION REGISTER

		UNCLEARED	CLEARED
6 CHECKS	FINAL TOTAL	26,955.52	.00

** END OF REPORT - Generated by Madison Leonhart **

AP CHECK RECONCILIATION REGISTER

FOR CASH ACCOUNT: 260 10595

FOR: All

CHECK #	CHECK DATE	TYPE	VENDOR NAME	UNCLEARED	CLEARED	BATCH	CLEAR DATE
783	11/22/2024	PRINTED	004166 LAWTON SUPPORT SERVICES,	42,687.00			
			1 CHECKS CASH ACCOUNT TOTAL	42,687.00	.00		

AP CHECK RECONCILIATION REGISTER

		UNCLEARED	CLEARED
1 CHECKS	FINAL TOTAL	42,687.00	.00

** END OF REPORT - Generated by Madison Leonhart **

AP CHECK RECONCILIATION REGISTER

FOR CASH ACCOUNT: 265 10600

FOR: All

CHECK #	CHECK DATE	TYPE	VENDOR NAME	UNCLEARED	CLEARED	BATCH	CLEAR DATE
4533	11/22/2024	PRINTED	004285 ANGELA BOLDS	45.00			
4534	11/22/2024	PRINTED	001589 ANGELO HOUSTON	45.00			
4535	11/22/2024	PRINTED	004290 CHARLES D PERRY, JR	45.00			
4536	11/22/2024	PRINTED	004292 FRANCIS SHEETS	45.00			
4537	11/22/2024	PRINTED	001802 H.E. MCCLURE	40.95			
4538	11/22/2024	PRINTED	004287 JOHN HEGNA	45.00			
4539	11/22/2024	PRINTED	004581 JOY KITCHENS	45.00			
4540	11/22/2024	PRINTED	001096 MICHAEL WYNNE	45.00			
4541	11/22/2024	PRINTED	004806 MONICA DAY	42.12			
4542	11/22/2024	PRINTED	004291 PATRICIA POWELL	45.00			
4543	11/22/2024	PRINTED	004268 PATRICIA PUCKETT	45.00			
4544	11/22/2024	PRINTED	001097 ARVEST BANK OPERATIONS, I	334.14			
4545	11/22/2024	PRINTED	001091 STEPHEN WALL	18.72			
13 CHECKS							
CASH ACCOUNT TOTAL				840.93	.00		

AP CHECK RECONCILIATION REGISTER

		UNCLEARED	CLEARED
13 CHECKS	FINAL TOTAL	840.93	.00

** END OF REPORT - Generated by Madison Leonhart **

AP CHECK RECONCILIATION REGISTER

FOR CASH ACCOUNT: 801 10540

FOR: Uncleared

CHECK #	CHECK DATE	TYPE	VENDOR NAME	UNCLEARED	CLEARED	BATCH	CLEAR DATE
1002	11/14/2024	PRINTED	001000 MEDICAL AIR SERVICES ASSO	2,827.00			
1003	11/14/2024	PRINTED	000095 PRIMARY VISION CARE SERVI	872.25			
1004	11/22/2024	PRINTED	002161 BLUE CROSS BLUE SHIELD OF	10,734.74			
1005	11/22/2024	PRINTED	002161 BLUE CROSS BLUE SHIELD OF	344,919.91			
1006	11/22/2024	PRINTED	002161 BLUE CROSS BLUE SHIELD OF	163,591.16			
1007	11/22/2024	PRINTED	002161 BLUE CROSS BLUE SHIELD OF	15,872.22			
1008	11/22/2024	PRINTED	002170 DEARBORN LIFE INSURANCE C	23,775.96			
1009	11/22/2024	PRINTED	000086 PAYLOGIX F/B/O NATIONWIDE	711.20			
1010	11/26/2024	PRINTED	004176 BLUE CROSS MEDICARE RX (P	14,295.90			
9 CHECKS CASH ACCOUNT TOTAL				577,600.34	.00		

AP CHECK RECONCILIATION REGISTER

		UNCLEARED	CLEARED
9 CHECKS	FINAL TOTAL	577,600.34	.00

** END OF REPORT - Generated by Madison Leonhart **



City of Lawton

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

Commentary

File #: 24-2177

Agenda Date: 12/3/2024

Agenda No: 20.

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:

YOUTH & FAMILY AFFAIRS COMMITTEE:

RL Smith - Mayoral Appointment
1201 NW Maple Avenue
Lawton, OK 73507
UT 2/23/2026

Bernita Taylor - Mayoral Appointment
714 SW 45th Street
Lawton, OK 73505
UT 2/23/2026

James Porter - Mayoral Appointment
912 NW Micklegate Boulevard
Lawton, OK 73505
UT 4/9/2027

Karen Bailey - Alternate 3 Mayoral Appointment
4301 NE Flycatcher Lane
Lawton, OK 73507
12/03/2027

PARKS & RECREATION COMMISSION:

Melissa Shelton - Mayoral Appointment
2324 NW 78th Street
Lawton, OK 73505
UT 01/01/2026

EXHIBIT: Proposed appointments

KEY ISSUES: N/A

FUNDING SOURCE: N/A

STAFF RECOMMENDED COUNCIL ACTION: Approve the appointments to boards and commissions.



December 3, 2024

YOUTH & FAMILY AFFAIRS COMMITTEE:

RL Smith – Mayoral Appointment
1201 NW Maple Avenue
Lawton, OK 73507
UT 2/23/2026

Bernita Taylor – Mayoral Appointment
714 SW 45th Street
Lawton, OK 73505
UT 2/23/2026

James Porter – Mayoral Appointment
912 NW Micklegate Boulevard
Lawton, OK 73505
UT 4/9/2027

Karen Bailey – Alternate 3 Mayoral Appointment
4301 NE Flycatcher Lane
Lawton, OK 73507
12/03/2027

PARKS & RECREATION COMMISSION:

Melissa Shelton – Mayoral Appointment
2324 NW 78th Street
Lawton, OK 73505
UT 01/01/2026



City of Lawton

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

Commentary

File #: 24-2152

Agenda Date: 12/3/2024

Agenda No: 21.

ITEM TITLE:

Consider holding a public hearing and approving an Ordinance pertaining to Planning and Zoning amending Sections 18-5-8-580 and 18-5-9-591, Division 18-5-8, Article 18-5, Chapter 18, Lawton City Code, 2015 by allowing P-F Public Facilities permitted uses within a C-1 Local Commercial District and within a C-2 Planned Neighborhood Shopping Center District, providing for severability, establishing an effective date and allowing for floor amendments if necessary.

INITIATOR: Christine James, Planning Director

STAFF INFORMATION SOURCE: Christine James, Planning Director

BACKGROUND: Over the last few months, Planning has received two different inquiries regarding whether a school is allowed within a commercial and/or industrial zoning district. As Code currently reads, “schools, elementary, secondary or vocational” are permitted uses within a P-F Public Facilities zoning district, but are not allowed within C-1 Local Commercial District or C-2 Planned Neighborhood Shopping Center District. C-1 does allow for accumulative zoning and allows any uses permitted in an R-4 Residential District, but not P-F. Staff feels that P-F uses such as schools, auditoriums, and post offices, should be allowed within commercial districts and therefore would also be allowed within industrial districts, I-1, I-2, and I-3. This ordinance would allow for all listed P-F permitted uses, to also be permitted uses within C-1 and C-2 zoning districts.

The Notice of Public Hearing was published in the Lawton Constitution on October 27, 2024.

The City Planning Commission held a public hearing on November 14, 2024, and recommended approval of this ordinance 8-0.

EXHIBIT: 18-5-7-571 Uses Permitted within P-F Public Facilities
18-5-8-580 Uses Permitted within C-1 Local Commercial
18-5-9-591 Uses Permitted within C-2 Planned Neighborhood Shopping Center
Ordinance 24-_____
Notice of Public Hearing
November 14, 2024 CPC Meeting Minutes

KEY ISSUES: N/A

FUNDING SOURCE: N/A

CPC RECOMMENDED COUNCIL ACTION: Hold a public hearing and approve Ordinance 24-_____ pertaining to Planning and Zoning amending Sections 18-5-8-580 and 18-5-9-591, Division 18-5-8, Article 18-5, Chapter 18, Lawton City Code, 2015 by allowing P-F Public Facilities permitted uses within a C-1 Local Commercial District and within a C-2 Planned Neighborhood Shopping Center District, providing for severability, establishing an effective date and allowing for floor amendments if necessary.

18-5-7-571 Uses permitted.

A. The following uses shall be permitted in the P-F Public Facilities District:

1. Any facility that is publicly-owned and used for the benefit of any federal, state, county, or municipal governmental entity or division thereof, unless otherwise listed in Section 18-5-7-572 of this code, including but not limited to:
 - a. Airport;
 - b. Armory;
 - c. Auditorium;
 - d. City, county, state, or federal office building;
 - e. Community center;
 - f. Exhibition hall;
 - g. Fairground;
 - h. Fire station;
 - i. Hospital;
 - j. Library;
 - k. Medical office/clinic;
 - l. Museum;
 - m. Nursing home or assisted living center;
 - n. Park;
 - o. Police station;
 - p. Post office;
 - q. School, elementary, secondary or vocational;
 - r. Sports stadium;
 - s. University and college offering degrees of higher education;
2. Child care center;
3. Church;
4. Private hospital and associated uses if located on same tract;
5. Private school, elementary or secondary, offering general educational courses similar to those as ordinarily given in the public schools.

(Ord. 2002-50, Amended, 01/17/2003; 97-38, Amended, 08/12/1997; 95-20, Amended, 05/09/1995)

(Ord. No. 15-22, § 1, 9-8-2015; Ord. No. 23-40, § 1, 9-26-2023)

18-5-8-580 Uses permitted.

- A. The following uses shall be permitted in C-1 (Local Commercial District):
1. Any use permitted in an R-4 Residential District;
 2. Archery range (indoor) and archery equipment sales;
 3. Bakery, where products prepared are retailed on the premises;
 4. Barbershop;
 5. Beauty shop;
 6. Business offices, including but not limited to real estate brokers, insurance agents, stockbrokers and management consultants when not displaying or handling merchandise on the premises;
 7. Day care center;
 8. Dress shop;
 9. Drugstore or pharmacy;
 10. Florist, provided there are not separate greenhouses and no outside planting or storage of plants, trees, bushes or flowers for sale;
 11. Funeral home or mortuary;
 12. Grocery or supermarket;
 13. Ice-dispensing machine, automatic type, and other outdoor automatic vending machines;
 14. Indoor theater;
 15. Interior design or art objects shop, where repair or refurbishing is permitted within the confines of the building;
 16. Laundry and dry cleaning pickup station;
 17. Medical facility;
 18. Medical marijuana dispensary, if located on a major street;
 19. Medical marijuana—Tier I processor, when associated with a dispensary located within the same building and all processed materials are sold on site;
 20. Oil change shop;
 21. Professional offices, including but not limited to architects, engineers, lawyers, accountants, physicians, and dentists;
 22. Professional studio or academy for the teaching of the arts, the following of which are examples but not inclusive: fine arts, dance, drama, music, martial arts, and/or gymnastics, provided all instruction is conducted within the confines of the building;
 23. Restaurant, but not a drive-in restaurant;
 24. Retail sales provided all merchandise is displayed and stored within the building;
 25. Retail meat market but not frozen food locker plant, wholesale meat market or any use involving the slaughtering of animals;
 26. Self-service type laundromat or dry cleaning;

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27. Shoe repair shop;
 28. Tailor shop;
 29. Toy store;
 30. Variety store; and
 31. Accessory buildings and uses customarily incidental to the above uses.
- B. A building used for any of the above-enumerated uses may not have more than forty percent (40%) of its floor area devoted to purposes incidental to the primary use. No material or goods offered for sale or stored in connection with the uses enumerated in paragraphs 1 through 30 of Subsection A above shall be displayed or stored outside of a building, except as specifically authorized by this code.

(Ord. 2007-32, Amended, 05/11/2007; Ord. No. 13-09, § 1, 2-26-2013; Ord. No. 18-30, §§ 3, 14, 10-9-2018; Ord. No. 19-20, § 1, 10-8-2019; Ord. No. 21-08 § 1, 3-23-2021; Ord. No. 21-23, § 3, 9-28-2021)

18-5-9-591 Uses permitted.

- A. The following uses shall be permitted in the C-2 Planned Neighborhood Shopping Center District:
1. Apparel specialty shop and limited dry goods, but not a department store;
 2. Appliance Store, providing that no outside storage or display is permitted.
 3. Bakery, where products prepared are retailed on the premises;
 4. Bank and banking facilities;
 5. Barbershop;
 6. Beauty shop;
 7. Book or stationery store;
 8. Branch post office;
 9. Branch utility collection office;
 10. Business and professional offices;
 11. Camera;
 12. Candy store, tobacco shop;
 13. Church;
 14. Cleaning and laundry pickup station;
 15. Cleaning and laundry station for walk-in trade only where no outside pickup or delivery is provided;
 16. Day care center;
 17. Drugstore or pharmacy;
 18. Florist, provided there are no separate greenhouses and no outside planting or storage of plants, trees, bushes or flowers for sale;
 19. Gift shop;
 20. Hardware store;
 21. Hobby or toy shop;

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22. Ice-dispensing machine and other outdoor type automatic dispensing machines;
 23. Jewelry store, including watch repair service;
 24. Medical marijuana dispensary;
 25. Medical marijuana—Tier I processor, when associated with a dispensary located within the same building and all processed materials are sold on site;
 26. Mini warehouses which are divided into compartments of not to exceed five hundred (500) square feet and each of which is available solely to a lessee only for the storage of personal property; the above-described use shall comply with the following:
 - a. Such structures shall be so screened by ornamental fence, walls or evergreen planting that it cannot be seen by a person standing on ground level in any abutting residential district.
 - b. All the lots used for parking of vehicles and all driveways used for vehicle ingress and egress shall be paved with a sealed surface pavement and maintained in such a manner that no dust will be produced by use;
 - c. There shall be no outside storage of personal property;
 - d. There shall not be permitted in such structures any wholesale or retail sales activities, fabrication, repair, meetings, rehearsals or any other activity other than storage of personal property, except an office for the sole purpose of the management of the mini warehouse units. Off-street parking shall be required in a suitable location to the office facility in addition to the parking required by the Mini warehouses;
 - e. There shall be no separate utility connections authorized for individual compartments within the mini warehouse. This restriction shall not prohibit the owner or builder from providing adequate electrical current for lighting and a convenience outlet to each compartment provided that such service is regulated by a single meter for the entire mini warehouse; and
 - f. Resident manager's quarters may be constructed on-site, provided that such quarters shall meet all applicable regulations related to residential occupancy and be compatible with the architectural design of the Mini warehouses. Additionally, such quarters shall be occupied only by the resident manager;
 27. Paint, wallpaper and glass sales store;
 28. Pet store;
 29. Photographer studio;
 30. Professional studio or academy for the teaching of the arts, the following of which are examples but not inclusive: fine arts, dance, drama, music, martial arts, and/or gymnastics, provided all instruction is conducted within the confines of the building;
 31. Record store, but not including the sale of musical instruments or appliances;
 32. Retail meat market but not frozen food locker plant, wholesale meat market or any use involving the slaughtering of animals;
 33. Service station; however, not more than one (1) service station shall be located in each planned neighborhood shopping center without permissive use approval; also, there shall be no outside storage or display of goods for sale other than small cans of lubricants and similar goods, but in no case shall any goods be stored or displayed within fifteen (15) feet of any street, road or accessway other than the accessway into the service station;
 34. Self-serve type laundromat or dry cleaning;

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35. Shoe store;
 36. Shoe repair, shoeshine shop;
 37. Sporting goods store;
 38. Supermarket or grocery;
 39. Television and radio service and repair shop, but not including the sale of television sets, radios or other appliances;
 40. Variety or dime store, but not a department store;
 41. Buildings, structures and uses accessory and customarily incidental to any of the above uses; however, there shall be no manufacture, processing or compounding of products other than such as is customarily incidental to any of the above uses; also, there shall be no manufacture, processing or compounding of products other than such as is customarily incidental or essential to retail establishments.

(Ord. 2001-14, Amended, 04/24/2001; 95-42, Amended, 09/26/1995; Ord. 2008-73, Amended, 12/16/2008)

(Ord. No. 16-16, § 1, 5-24-2016; Ord. No. 18-30, §§ 5, 14, 10-9-2018; Ord. No. 19-20, § 2, 10-8-2019; Ord. No. 21-23, § 5, 9-28-2021)

ORDINANCE NO. 24-_____

AN ORDINANCE PERTAINING TO PLANNING AND ZONING AMENDING SECTION 18-5-8-580, DIVISION 18-5-8 AND SECTION 18-5-9-591, DIVISION 18-5-9, BOTH OF ARTICLE 18-5, CHAPTER 18, LAWTON CITY CODE, 2015 BY ALLOWING P-F PUBLIC FACILITIES DISTRICT PERMITTED USES AS PERMITTED USES WITHIN A C-1 LOCAL COMMERCIAL DISTRICT AND WITHIN A C-2 PLANNED NEIGHBORHOOD SHOPPING CENTER DISTRICT; PROVIDING FOR SEVERABILITY AND ESTABLISHING AN EFFECTIVE DATE.

ORDINANCE

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

Section 1. Section 18-5-8-580 is hereby amended to read as follows:

18-5-8-580 Uses permitted.

A. The following uses shall be permitted in C-1 (Local Commercial District):

1. Any use permitted in an R-4 Residential District;
2. Any use permitted in an P-F Public Facilities District;
- ~~23~~. Archery range (indoor) and archery equipment sales;
- ~~34~~. Bakery, where products prepared are retailed on the premises;
- ~~45~~. Barbershop;
- ~~56~~. Beauty shop;
- ~~67~~. Business offices, including but not limited to real estate brokers, insurance agents, stockbrokers and management consultants when not displaying or handling merchandise on the premises;
- ~~78~~. Day care center;
- ~~89~~. Dress shop;
- ~~910~~. Drugstore or pharmacy;
- ~~1011~~. Florist, provided there are not separate greenhouses and no outside planting or storage of plants, trees, bushes or flowers for sale;
- ~~1112~~. Funeral home or mortuary;
- ~~1213~~. Grocery or supermarket;
- ~~1314~~. Ice-dispensing machine, automatic type, and other outdoor automatic vending machines;
- ~~1415~~. Indoor theater;

- ~~15~~16. Interior design or art objects shop, where repair or refurbishing is permitted within the confines of the building;
- ~~16~~17. Laundry and dry cleaning pickup station;
- ~~17~~18. Medical facility;
- ~~18~~19. Medical marijuana dispensary, if located on a major street;
- ~~19~~20. Medical marijuana—Tier I processor, when associated with a dispensary located within the same building and all processed materials are sold on site;
- ~~20~~21. Oil change shop;
- ~~21~~22. Professional offices, including but not limited to architects, engineers, lawyers, accountants, physicians, and dentists;
- ~~22~~23. Professional studio or academy for the teaching of the arts, the following of which are examples but not inclusive: fine arts, dance, drama, music, martial arts, and/or gymnastics, provided all instruction is conducted within the confines of the building;
- ~~23~~24. Restaurant, but not a drive-in restaurant;
- ~~24~~25. Retail sales provided all merchandise is displayed and stored within the building;
- ~~25~~26. Retail meat market but not frozen food locker plant, wholesale meat market or any use involving the slaughtering of animals;
- ~~26~~27. Self-service type laundromat or dry cleaning;
- ~~27~~28. Shoe repair shop;
- ~~28~~29. Tailor shop;
- ~~29~~30. Toy store;
- ~~30~~31. Variety store; and
- ~~31~~32. Accessory buildings and uses customarily incidental to the above uses.

- B. A building used for any of the above-enumerated uses may not have more than forty percent (40%) of its floor area devoted to purposes incidental to the primary use. No material or goods offered for sale or stored in connection with the uses enumerated in paragraphs 1 through 30 of Subsection A above shall be displayed or stored outside of a building, except as specifically authorized by this code.

Section 2. Section 18-5-9-591 is hereby amended to read as follows:

18-5-9-591 Uses permitted.

- A. The following uses shall be permitted in the C-2 Planned Neighborhood Shopping Center District:
 - 1. Any use permitted in an P-F Public Facilities District;
 - ~~1~~2. Apparel specialty shop and limited dry goods, but not a department store;
 - ~~2~~3. Appliance Store, providing that no outside storage or display is permitted.
 - ~~3~~4. Bakery, where products prepared are retailed on the premises;

- 45. Bank and banking facilities;
- 56. Barbershop;
- 67. Beauty shop;
- 78. Book or stationery store;
- 89. Branch post office;
- 910. Branch utility collection office;
- ~~10~~11. Business and professional offices;
- ~~11~~12. Camera;
- ~~12~~13. Candy store, tobacco shop;
- ~~13~~14. Church;
- ~~14~~15. Cleaning and laundry pickup station;
- ~~15~~16. Cleaning and laundry station for walk-in trade only where no outside pickup or delivery is provided;
- ~~16~~17. Day care center;
- ~~17~~18. Drugstore or pharmacy;
- ~~18~~19. Florist, provided there are no separate greenhouses and no outside planting or storage of plants, trees, bushes or flowers for sale;
- ~~19~~20. Gift shop;
- ~~20~~21. Hardware store;
- ~~21~~22. Hobby or toy shop;
- ~~22~~23. Ice-dispensing machine and other outdoor type automatic dispensing machines;
- ~~23~~24. Jewelry store, including watch repair service;
- ~~24~~25. Medical marijuana dispensary;
- ~~25~~26. Medical marijuana—Tier I processor, when associated with a dispensary located within the same building and all processed materials are sold on site;
- ~~26~~27. Mini warehouses which are divided into compartments of not to exceed five hundred (500) square feet and each of which is available solely to a lessee only for the storage of personal property; the above-described use shall comply with the following:
 - a. Such structures shall be so screened by ornamental fence, walls or evergreen planting that it cannot be seen by a person standing on ground level in any abutting residential district.
 - b. All the lots used for parking of vehicles and all driveways used for vehicle ingress and egress shall be paved with a sealed surface pavement and maintained in such a manner that no dust will be produced by use;
 - c. There shall be no outside storage of personal property;

- d. There shall not be permitted in such structures any wholesale or retail sales activities, fabrication, repair, meetings, rehearsals or any other activity other than storage of personal property, except an office for the sole purpose of the management of the mini warehouse units. Off-street parking shall be required in a suitable location to the office facility in addition to the parking required by the Mini warehouses;
 - e. There shall be no separate utility connections authorized for individual compartments within the mini warehouse. This restriction shall not prohibit the owner or builder from providing adequate electrical current for lighting and a convenience outlet to each compartment provided that such service is regulated by a single meter for the entire mini warehouse; and
 - f. Resident manager's quarters may be constructed on-site, provided that such quarters shall meet all applicable regulations related to residential occupancy and be compatible with the architectural design of the Mini warehouses. Additionally, such quarters shall be occupied only by the resident manager;
- ~~2728~~. Paint, wallpaper and glass sales store;
 - ~~2829~~. Pet store;
 - ~~2930~~. Photographer studio;
 - ~~3031~~. Professional studio or academy for the teaching of the arts, the following of which are examples but not inclusive: fine arts, dance, drama, music, martial arts, and/or gymnastics, provided all instruction is conducted within the confines of the building;
 - ~~3132~~. Record store, but not including the sale of musical instruments or appliances;
 - ~~3233~~. Retail meat market but not frozen food locker plant, wholesale meat market or any use involving the slaughtering of animals;
 - ~~3334~~. Service station; however, not more than one (1) service station shall be located in each planned neighborhood shopping center without permissive use approval; also, there shall be no outside storage or display of goods for sale other than small cans of lubricants and similar goods, but in no case shall any goods be stored or displayed within fifteen (15) feet of any street, road or accessway other than the accessway into the service station;
 - ~~3435~~. Self-serve type laundromat or dry cleaning;
 - ~~3536~~. Shoe store;
 - ~~3637~~. Shoe repair, shoeshine shop;
 - ~~3738~~. Sporting goods store;
 - ~~3839~~. Supermarket or grocery;
 - ~~3940~~. Television and radio service and repair shop, but not including the sale of television sets, radios or other appliances;
 - ~~4041~~. Variety or dime store, but not a department store;

4142. Buildings, structures and uses accessory and customarily incidental to any of the above uses; however, there shall be no manufacture, processing or compounding of products other than such as is customarily incidental to any of the above uses; also, there shall be no manufacture, processing or compounding of products other than such as is customarily incidental or essential to retail establishments.

Section 3. Severability. If any section, sentence, clause, phrase, or portion of this ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, said portion shall be deemed a separate, distinct, and independent provision and such holding shall not affect the validity of the remaining portion of this ordinance.

Section 4. Effective Date. The provisions of this ordinance shall become effective thirty (30) days after its passage.

ADOPTED and APPROVED by the Council of the City of Lawton, Oklahoma this _____ day of _____, 2024.

STANLEY BOOKER, MAYOR

ATTEST:

DONALYNN BLAZEK-SCHERLER, CITY CLERK

APPROVED as to form and legality this _____ day of _____, 2024.

JOHN R. ANDREW, CITY ATTORNEY

ORDINANCE NO. 24-_____

AN ORDINANCE PERTAINING TO PLANNING AND ZONING AMENDING SECTION 18-5-8-580, DIVISION 18-5-8 AND SECTION 18-5-9-591, DIVISION 18-5-9, BOTH OF ARTICLE 18-5, CHAPTER 18, LAWTON CITY CODE, 2015 BY ALLOWING P-F PUBLIC FACILITIES DISTRICT PERMITTED USES AS PERMITTED USES WITHIN A C-1 LOCAL COMMERCIAL DISTRICT AND WITHIN A C-2 PLANNED NEIGHBORHOOD SHOPPING CENTER DISTRICT; PROVIDING FOR SEVERABILITY AND ESTABLISHING AN EFFECTIVE DATE.

Brief Gist

This ordinance amends Section 18-5-8-580 and Section 18-5-9-591 of Chapter 18, Lawton City Code, 2015, by allowing all of the permitted uses within a P-F Public Facilities District to also be allowed within C-1 Local commercial District and C-2 Planned Neighborhood Shopping Center District. Examples of uses allowed within a P-F District, include but are not limited to, publicly-owned buildings such as police and fire stations; schools, elementary, secondary or vocational; museum; and nursing home or assisted living center. If approved, this ordinance will become effective thirty (30) days after passage.

ADOPTED and APPROVED by the Council of the City of Lawton, Oklahoma, this _____ day of _____, 2024.

STANLEY BOOKER, MAYOR

ATTEST:

DONALYNN BLAZEK-SCHERLER, CITY CLERK

(Published in The Lawton Constitution this ____ day of _____, 2024)

ORDINANCE NO. 24-_____

AN ORDINANCE PERTAINING TO PLANNING AND ZONING AMENDING SECTION 18-5-8-580, DIVISION 18-5-8 AND SECTION 18-5-9-591, DIVISION 18-5-9, BOTH OF ARTICLE 18-5, CHAPTER 18, LAWTON CITY CODE, 2015 BY ALLOWING P-F PUBLIC FACILITIES DISTRICT PERMITTED USES AS PERMITTED USES WITHIN A C-1 LOCAL COMMERCIAL DISTRICT AND WITHIN A C-2 PLANNED NEIGHBORHOOD SHOPPING CENTER DISTRICT; PROVIDING FOR SEVERABILITY AND ESTABLISHING AN EFFECTIVE DATE.

ORDINANCE

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

Section 1. Section 18-5-8-580 is hereby amended to read as follows:

18-5-8-580 Uses permitted.

- A. The following uses shall be permitted in C-1 (Local Commercial District):
1. Any use permitted in an R-4 Residential District;
 2. Any use permitted in an P-F Public Facilities District;
 3. Archery range (indoor) and archery equipment sales;
 4. Bakery, where products prepared are retailed on the premises;
 5. Barbershop;
 6. Beauty shop;
 7. Business offices, including but not limited to real estate brokers, insurance agents, stockbrokers and management consultants when not displaying or handling merchandise on the premises;
 8. Day care center;
 9. Dress shop;
 10. Drugstore or pharmacy;
 11. Florist, provided there are not separate greenhouses and no outside planting or storage of plants, trees, bushes or flowers for sale;
 12. Funeral home or mortuary;
 13. Grocery or supermarket;
 14. Ice-dispensing machine, automatic type, and other outdoor automatic vending machines;
 15. Indoor theater;

16. Interior design or art objects shop, where repair or refurbishing is permitted within the confines of the building;
 17. Laundry and dry cleaning pickup station;
 18. Medical facility;
 19. Medical marijuana dispensary, if located on a major street;
 20. Medical marijuana—Tier I processor, when associated with a dispensary located within the same building and all processed materials are sold on site;
 21. Oil change shop;
 22. Professional offices, including but not limited to architects, engineers, lawyers, accountants, physicians, and dentists;
 23. Professional studio or academy for the teaching of the arts, the following of which are examples but not inclusive: fine arts, dance, drama, music, martial arts, and/or gymnastics, provided all instruction is conducted within the confines of the building;
 24. Restaurant, but not a drive-in restaurant;
 25. Retail sales provided all merchandise is displayed and stored within the building;
 26. Retail meat market but not frozen food locker plant, wholesale meat market or any use involving the slaughtering of animals;
 27. Self-service type laundromat or dry cleaning;
 28. Shoe repair shop;
 29. Tailor shop;
 30. Toy store;
 31. Variety store; and
 32. Accessory buildings and uses customarily incidental to the above uses.
- B. A building used for any of the above-enumerated uses may not have more than forty percent (40%) of its floor area devoted to purposes incidental to the primary use. No material or goods offered for sale or stored in connection with the uses enumerated in paragraphs 1 through 30 of Subsection A above shall be displayed or stored outside of a building, except as specifically authorized by this code.

Section 2. Section 18-5-9-591 is hereby amended to read as follows:

18-5-9-591 Uses permitted.

- A. The following uses shall be permitted in the C-2 Planned Neighborhood Shopping Center District:
1. Any use permitted in an P-F Public Facilities District;
 2. Apparel specialty shop and limited dry goods, but not a department store;
 3. Appliance Store, providing that no outside storage or display is permitted.
 4. Bakery, where products prepared are retailed on the premises;

5. Bank and banking facilities;
6. Barbershop;
7. Beauty shop;
8. Book or stationery store;
9. Branch post office;
10. Branch utility collection office;
11. Business and professional offices;
12. Camera;
13. Candy store, tobacco shop;
14. Church;
15. Cleaning and laundry pickup station;
16. Cleaning and laundry station for walk-in trade only where no outside pickup or delivery is provided;
17. Day care center;
18. Drugstore or pharmacy;
19. Florist, provided there are no separate greenhouses and no outside planting or storage of plants, trees, bushes or flowers for sale;
20. Gift shop;
21. Hardware store;
22. Hobby or toy shop;
23. Ice-dispensing machine and other outdoor type automatic dispensing machines;
24. Jewelry store, including watch repair service;
25. Medical marijuana dispensary;
26. Medical marijuana—Tier I processor, when associated with a dispensary located within the same building and all processed materials are sold on site;
27. Mini warehouses which are divided into compartments of not to exceed five hundred (500) square feet and each of which is available solely to a lessee only for the storage of personal property; the above-described use shall comply with the following:
 - a. Such structures shall be so screened by ornamental fence, walls or evergreen planting that it cannot be seen by a person standing on ground level in any abutting residential district.
 - b. All the lots used for parking of vehicles and all driveways used for vehicle ingress and egress shall be paved with a sealed surface pavement and maintained in such a manner that no dust will be produced by use;
 - c. There shall be no outside storage of personal property;

- d. There shall not be permitted in such structures any wholesale or retail sales activities, fabrication, repair, meetings, rehearsals or any other activity other than storage of personal property, except an office for the sole purpose of the management of the mini warehouse units. Off-street parking shall be required in a suitable location to the office facility in addition to the parking required by the Mini warehouses;
 - e. There shall be no separate utility connections authorized for individual compartments within the mini warehouse. This restriction shall not prohibit the owner or builder from providing adequate electrical current for lighting and a convenience outlet to each compartment provided that such service is regulated by a single meter for the entire mini warehouse; and
 - f. Resident manager's quarters may be constructed on-site, provided that such quarters shall meet all applicable regulations related to residential occupancy and be compatible with the architectural design of the Mini warehouses. Additionally, such quarters shall be occupied only by the resident manager;
28. Paint, wallpaper and glass sales store;
 29. Pet store;
 30. Photographer studio;
 31. Professional studio or academy for the teaching of the arts, the following of which are examples but not inclusive: fine arts, dance, drama, music, martial arts, and/or gymnastics, provided all instruction is conducted within the confines of the building;
 32. Record store, but not including the sale of musical instruments or appliances;
 33. Retail meat market but not frozen food locker plant, wholesale meat market or any use involving the slaughtering of animals;
 34. Service station; however, not more than one (1) service station shall be located in each planned neighborhood shopping center without permissive use approval; also, there shall be no outside storage or display of goods for sale other than small cans of lubricants and similar goods, but in no case shall any goods be stored or displayed within fifteen (15) feet of any street, road or accessway other than the accessway into the service station;
 35. Self-serve type laundromat or dry cleaning;
 36. Shoe store;
 37. Shoe repair, shoeshine shop;
 38. Sporting goods store;
 39. Supermarket or grocery;
 40. Television and radio service and repair shop, but not including the sale of television sets, radios or other appliances;
 41. Variety or dime store, but not a department store;

42. Buildings, structures and uses accessory and customarily incidental to any of the above uses; however, there shall be no manufacture, processing or compounding of products other than such as is customarily incidental to any of the above uses; also, there shall be no manufacture, processing or compounding of products other than such as is customarily incidental or essential to retail establishments.

Section 3. Severability. If any section, sentence, clause, phrase, or portion of this ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, said portion shall be deemed a separate, distinct, and independent provision and such holding shall not affect the validity of the remaining portion of this ordinance.

Section 4. Effective Date. The provisions of this ordinance shall become effective thirty (30) days after its passage.

ADOPTED and APPROVED by the Council of the City of Lawton, Oklahoma this _____ day of _____, 2024.

STANLEY BOOKER, MAYOR

ATTEST:

DONALYNN BLAZEK-SCHERLER, CITY CLERK

APPROVED as to form and legality this _____ day of _____, 2024.

JOHN R. ANDREW, CITY ATTORNEY

ORDINANCE NO. 24-_____

AN ORDINANCE PERTAINING TO PLANNING AND ZONING AMENDING SECTION 18-5-8-580, DIVISION 18-5-8 AND SECTION 18-5-9-591, DIVISION 18-5-9, BOTH OF ARTICLE 18-5, CHAPTER 18, LAWTON CITY CODE, 2015 BY ALLOWING P-F PUBLIC FACILITIES DISTRICT PERMITTED USES AS PERMITTED USES WITHIN A C-1 LOCAL COMMERCIAL DISTRICT AND WITHIN A C-2 PLANNED NEIGHBORHOOD SHOPPING CENTER DISTRICT; PROVIDING FOR SEVERABILITY AND ESTABLISHING AN EFFECTIVE DATE.

Brief Gist

This ordinance amends Section 18-5-8-580 and Section 18-5-9-591 of Chapter 18, Lawton City Code, 2015, by allowing all of the permitted uses within a P-F Public Facilities District to also be allowed within C-1 Local commercial District and C-2 Planned Neighborhood Shopping Center District. Examples of uses allowed within a P-F District, include but are not limited to, publicly-owned buildings such as police and fire stations; schools, elementary, secondary or vocational; museum; and nursing home or assisted living center. If approved, this ordinance will become effective thirty (30) days after passage.

ADOPTED and APPROVED by the Council of the City of Lawton, Oklahoma, this _____ day of _____, 2024.

STANLEY BOOKER, MAYOR

ATTEST:

DONALYNN BLAZEK-SCHERLER, CITY CLERK

(Published in The Lawton Constitution this ____ day of _____, 2024)

NOTICE OF PUBLIC HEARING

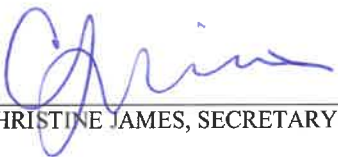
Notice is hereby given pursuant to Title 11, Oklahoma State Statutes, and Section 18-1-1-114, Chapter 18, Lawton City Code, 2015, that the City Planning Commission will conduct a public hearing at 1:30 p.m. on the 14th day of November, 2024, and the Lawton City Council will conduct a public hearing at 6:00 p.m. on the 3rd day of December, 2024, in the Wayne Gilley Auditorium, City Hall, 212 SW 9th Street, Lawton, Oklahoma, for the following purpose:

To consider an ordinance modifying Sections 18-5-8-580 and 18-5-9-591, by allowing P-F Public Facilities permitted uses within a C-1 Local Commercial District and within a C-2 Planned Neighborhood Shopping Center District.

Any parties having an interest and any citizens desiring to be heard shall be afforded an opportunity to be heard at said public hearing.

Given under my hand and seal of the City of Lawton, Oklahoma, this 21st day of October 2024.

CITY PLANNING COMMISSION


CHRISTINE JAMES, SECRETARY

CITY OF LAWTON, OKLAHOMA


DONALYNN BLAZEK-SCHERLER, CITY CLERK

(Published in *The Lawton Constitution* this 27th day of October 2024.)



CITY PLANNING COMMISSION

WAYNE GILLEY AUDITORIUM

November 14, 2024

Minutes of the City Planning Commission meeting held November 14, 2024, 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 1:30 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 (excused)

ALSO PRESENT:

Christine James, Planning Director
Christina Ryans-Huffer, Recording Secretary
Kameron Good, Senior Planner
Robert Burns, Planner I
Wesley Simmons, Assistant City Attorney
Dewayne Burk, Deputy City Manager
Richard Rogalski, LEDC
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 October 24, 2024.**

Motion by Medders, Second by Smith to approve the minutes from the regular scheduled meeting from October 24, 2024 as written **Aye:** Busse, Jarvis, Jester, Smith, Medders, Logan, Springborn, Denham **Nay:** None **Motion Passed 8-0**

2. **Consider approving an Annual Meeting Notice for calendar year 2025, allowing for floor amendments if necessary.**

Motion by Smith, Second by Logan to approve Annual Meeting Notice Option B for the calendar year 2025 meeting on the Thursday following each regularly scheduled meeting of the Lawton City Council except for November 2025 and December 2025 will meet only on the 1st Thursday of the month **Aye:** Jarvis, Jester, Smith, Medders, Logan, Springborn, Denham, Busse **Nay:** None **Motion Passed 8-0**

3. **Consider approving a resolution determining that the Second Amended Skills Training, Education, Development and Investment (STEDI) Project Plan is in conformance with the Comprehensive Land Use (Master) Plan of the City of Lawton and recommending to the City Council that it approve and adopt the Second Amended STEDI Project Plan.**

Richard Rogalski gave a presentation on the Second Amended Skills Training, Education, Development and Investment (STEDI) Project Plan.

On December 10, 2019, the City Council of Lawton adopted the Skills Training, Education, Development and Investment (STEDI) Project Plan for the creation of tax increment financing districts, pursuant to the Oklahoma Local Development Act, 62 O.S. § 850, *et seq.* (“Act”), to provide the legal and financial framework necessary to attract and support non-retail business expansion in the City’s West Side Industrial Park and the Airport Industrial Park, and thereafter approved a minor amendment on December 29, 2023 to further refine and clarify the City’s strategies, objectives, and goals outlined therein.

The City now desires to approve an amendment to the STEDI Project Plan, aimed to further promote and accelerate non-retail business development, investment and job creation, in conjunction with the City's other strategies. This Second Amended STEDI Project Plan provides the necessary financial and legal authorizations for the City of Lawton to continue implementing its long-range strategy for Skills Training, Education, Development, and Investment. The primary objectives are to attract and support Non-Retail Business growth, advance STEM education, develop supporting workforce training programs, provide home buyer assistance to assist the new Non-Retail Business workforce with acquiring a home in Lawton, and drive economic development in Lawton and the broader Southwest Oklahoma region, in collaboration with local, state and federal partners.

This Second Amended Project Plan is essential for fostering public-private partnerships that promote Non-Retail Business development in Lawton, ultimately leading to thousands of new jobs, several hundred million dollars of new private investment, and an enhanced quality of life for the community. The goals of this Second Amended Project Plan include financing public infrastructure and improvements to attract and support future Non-Retail Business recruitment, leading to increased quality employment opportunities in the community. The Non-Retail Business growth and expansion may include innovative businesses, high-technology businesses, and light industrial as well as manufacturing. Effective workforce training and enhanced STEM education are critical to achieving these objectives. A key benefit of this Second Amended Project Plan is its ability to accelerate new business activities, investment and job creation, which in turn will enhance school district revenues and increase property taxes outside the increment districts. Accordingly, the first priorities are to develop infrastructure, provide incentives, and acquire land for development. In addition to financing the critical public infrastructure and development incentives, this Second Amended Project Plan authorizes revenue allocations to: (a) provide a specific revenue source to the affected taxing jurisdictions within the respective increment districts, (b) fund programs and initiatives developed under the STEM Strategic Plan, (c) provide workforce training programs, and (d) provide home buyer assistance for the new workforce.

Attached is the Power Point presentation.

Denham asked where is the extra funding for the schools and the 2 other programs coming from?

Rogalski responded it comes out of those two largest categories, which is Public Improvements and Project Support. That's where it's comes out of but those are 2 very large categories. And again, the pie is bigger and it's not a lot. Basically about 15% of the Revenue goes to the taxing authorities.

Motion by Jarvis, Second by Medders to approve a resolution determining that the Second Amended Skills Training, Education, Development and Investment (STEDI) Project Plan is in conformance with the Comprehensive Land Use (Master) Plan of the City of Lawton and recommending to the City Council that it approve and adopt the Second Amended STEDI Project Plan **Aye:** Jester, Smith, Medders, Logan, Springborn, Denham, Busse, Jarvis **Nay:** None **Motion Passed 8-0**

4. **Consider holding a public hearing and recommending approval of an ordinance modifying Sections 18-5-8-580 and 18-5-9-591, by allowing P-F Public Facilities permitted uses within a C-1 Local Commercial District and within a C-2 Planned Neighborhood Shopping Center District and allowing for floor amendments if necessary.**

James stated over the last few months, we've had a couple inquiries regarding if a Use is allowed in P-F could be used in a Commercial District or in an Industrial District. The list of P-F uses are included in your packet but they have to do with schools, post office and things like that. Most of the time we allow P-Fs in Residential Districts. So, it didn't really make sense to us if we allow P-F in the middle of Residential Districts, why wouldn't they not be allowed in Commercial or Industrial Districts. So, we drafted this Ordinance and here it is for you today. So this would allow any Uses listed in the P-F to also be included uses in C-1 and C-2 which ultimately when you consolidate all of the zonings it will also allow it in the Industrial Districts if that's where they wanted to go. If anyone has any questions I would be more than happy to answer them for you.

Denham asked what were some of the items that was requested?

James responded it has to do with schools, private schools. It didn't make sense that we would allow them in the middle of a Residential District and not a Commercial District.

Denham asked any questions for Christine? Seeing none I'll go ahead and declare the Public hearing open, anybody that would like to speak for or against this Ordinance change please approach the podium. Seeing no one approach we'll close the Public hearing.

Motion by Smith, Second by Logan to recommend to the City Council approval of an ordinance modifying Sections 18-5-8-580 and 18-5-9-591, by allowing P-F Public Facilities permitted uses within a C-1 Local Commercial District and within a C-2 Planned Neighborhood Shopping Center District **Aye:** Smith, Medders, Logan, Springborn, Denham, Busse, Jarvis, Jester **Nay:** None **Motion Passed 8-0**

5. **Consider approving the record drawings and maintenance bond for the 8-inch sanitary sewer line located on the west side of SW Brentwood Blvd, to serve a Dollar General located at 7010 SW Lee Blvd, Lawton, OK 73505, and take appropriate action as deemed necessary.**

Good stated good afternoon Kameron Good with the Planning Department. This was an 8-inch sanitary sewer line that was to serve the Dollar General. This is located on the west side of SW Brentwood Blvd tied into an existing sanitary sewer in the Brentwood Addition Part 3B. Construction plans were approved by Council on June 11, 2024. This item would be to accept the record drawings and Maintenance bond. The maintenance bond is in the amount of \$11,010.00. Public Utilities have reviewed the record drawings and recommends approval. If you have any questions I'd be happy to answer them.

Motion by Smith, Second by Logan to recommend to the City Council to approve the record drawings and maintenance bond for the 8-inch sanitary sewer line located on the west side of SW Brentwood Blvd, to serve a Dollar General located at 7010 SW Lee Blvd, Lawton, OK 73505 **Aye:** Smith, Medders, Logan, Springborn, Denham, Busse, Jarvis, Jester **Nay:** None **Motion Passed 8-0**

6. **Consider accepting the record drawings and maintenance bond for the offsite improvements modifying the traffic control system and adding a left turn lane on NW Sheridan Road, just south of NW Lake Ave, to serve property located at 151 NW Sheridan and take appropriate action as deemed necessary.**

Good stated Kameron Good, Planning Department. This is to accept the offsite improvement for a left turn lane on the south bound traffic for Sheridan Road, which is just north of Gore. This is to serve the new Braum's location. This is to accept the turn lane and the traffic signal improvement. This was taken to Council and approved on Construction plans on July 9, 2024. The maintenance bond is in the amount of \$36,278.74. There will be one condition upon the approval if you choose to approve this it is to change the date of acceptance on the Maintenance bond as the date it gets accepted by Council. Right now, they have it listed a date that is ahead of the Council date. They are working to get that updated, it just didn't get us the bond, the corrected bond, for today. But they are actively working on that but that would need to be a condition.

Motion by Logan, Second by Medders to recommend approval to City Council for accepting the record drawings and maintenance bond for the offsite improvements modifying the traffic control system and adding a left turn lane on NW Sheridan Road, just south of NW Lake Ave, to serve property located at 151 NW Sheridan **Aye:** Medders, Logan, Springborn, Denham, Busse, Jarvis, Jester, Smith **Nay:** None **Motion Passed 8-0**

Commissioner's Reports or Comments

None

Secretary's Report

James stated I would like to introduce Wesley Simmons, He is the newest Attorney in the Attorney's Office. We welcome him aboard. Also, Darren Medders did get re-appointed for this Board.

Good stated we had 2 Code changes that went to Council and were accepted, the ADA Figures is now updated and a change in the Addressing Code how we address.

Audience Participation

None

Adjournment

Motion by Logan, Second by Smith to adjourn the meeting all in favor **Aye:** Logan, Springborn, Denham, Busse, Jarvis, Jester, Smith, Medders **Nay: None Motion Passed 8-0**

With no further business the meeting was adjourned at 2:08 pm.

These meeting minutes were approved by the CPC members at their meeting on

David Denham

Chairman

City Planning Commission

City of LAWTON

Second Amended SKILLS TRAINING, EDUCATION, DEVELOPMENT, AND INVESTMENT (STEDI) Project Plan

City Planning Commission Meeting

November 14, 2024



WHY are we doing this?

The STEDI Project Plan is a critical Tool for Economic Development

- The Median Family income in Lawton is \$10,000 lower than the Median Family Income for Oklahoma, which is \$13,000 lower than the national value.
- If Lawton was just equal to the state median income, our community would share an additional **\$331 million** per year in income. Imagine the impact of that wealth would have on every aspect of the Lawton Community. This increase would not just be limited to Lawton but would extend to all our surrounding communities.
- The real goal of Economic Development is not just about improving the economics of our community but to improve the lives of our citizens.
- Quality jobs provide us with purpose, dignity, and prosperity; they empower us to move beyond the limits of poverty and blight.

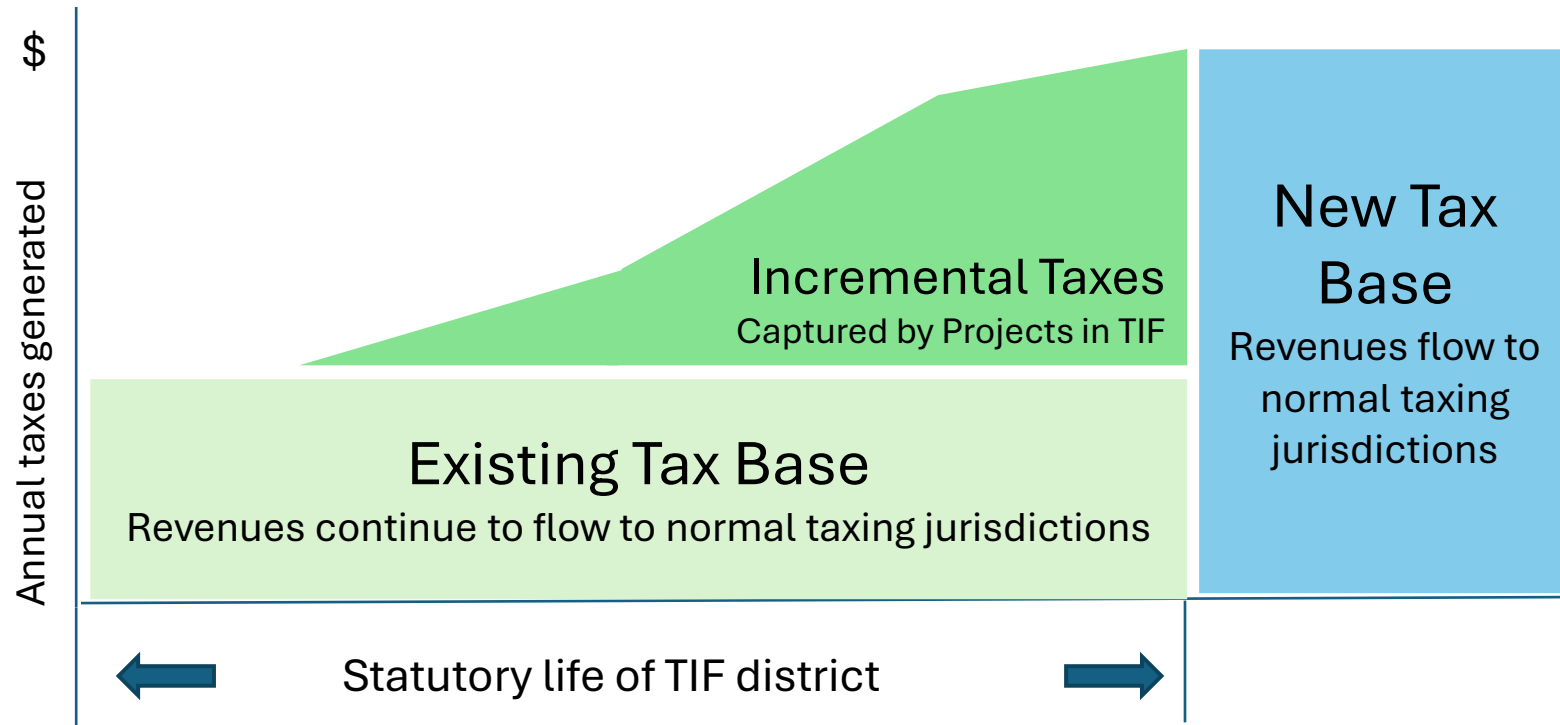
Legal Basis for TIF in Oklahoma

- Oklahoma Constitution, Article X, Section 6C
 - Authorizes TIF legislation
- Oklahoma Local Development Act, 62 O.S.
- § 850, *et seq.*
 - Allows cities, towns, and counties to implement TIF districts in areas that are unproductive, undeveloped, underdeveloped, or blighted
 - TIF is a tool for use when investment, development, or economic growth are difficult, but possible, when TIF is used

What is a TIF?

- A TIF allows a city to direct the apportionment of an increment of certain local taxes and fees to finance public project costs in order to stimulate development in the area
- The increment is:
 - the portion of the ad valorem taxes produced by the increased value of the property in the TIF district as measured from the date the TIF is passed, and/or
 - the portion of sales taxes collected each year that are generated by the project(s) in a TIF district

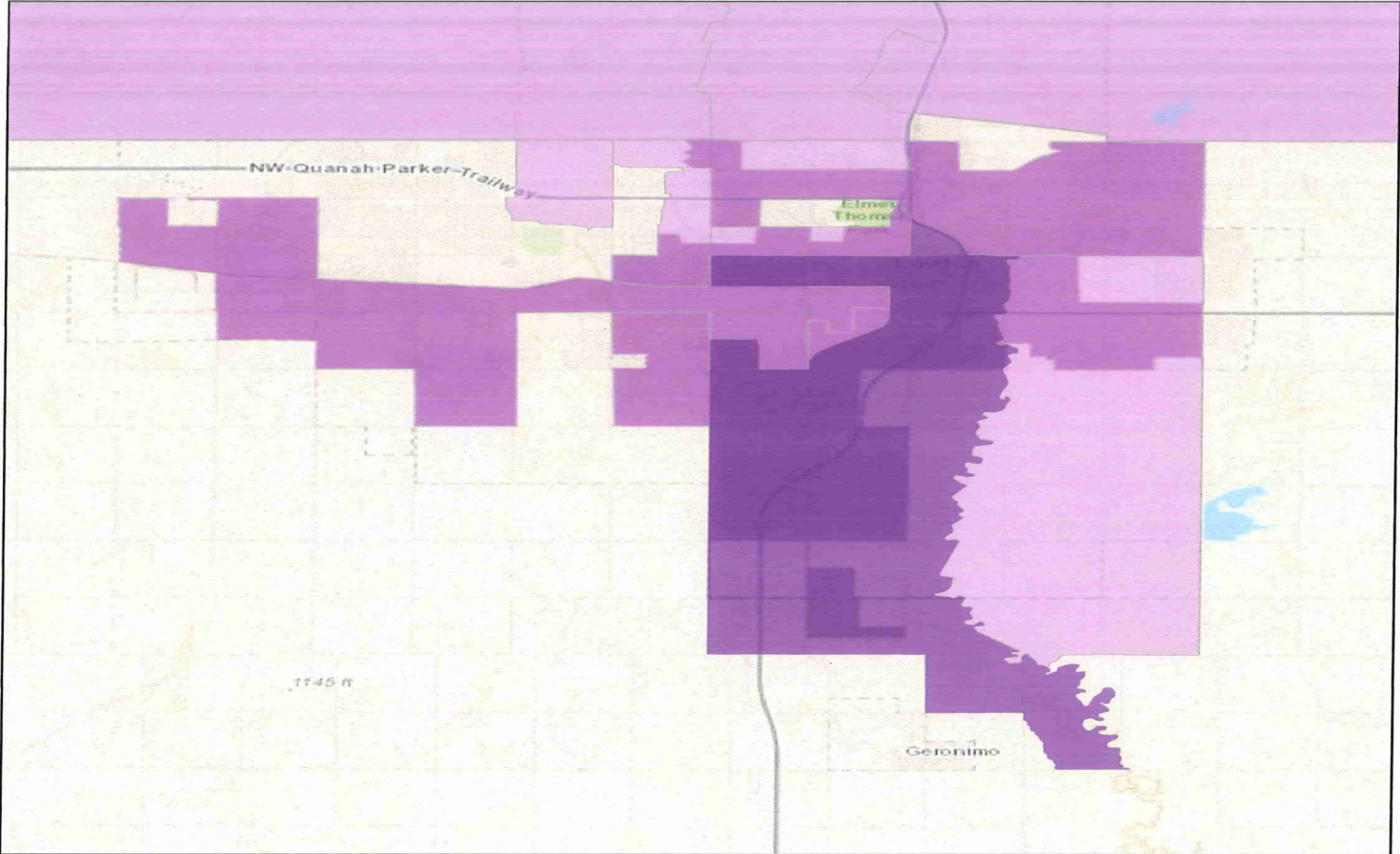
Value Generation and Capture— Basic TIF Model



Eligibility— Where can TIF be used?

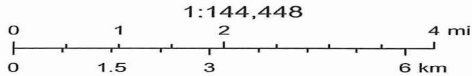
- **“Enterprise area”** – any area within a designated state or federal enterprise zone
- **“Historic preservation area”** – an area listed in the National Register and subject to historic preservation zoning
- **“Reinvestment area”** – an area requiring public improvements to reverse economic stagnation or decline, serve as a catalyst for retaining or expanding employment, attract major investment to the area, preserve or enhance the tax base, or in which 50% or more of the structures are 35 or more years old

Enterprise Zones: Lawton



10/24/2019, 9:59:52 AM

- EZ Grandfathered
- Priority Enterprise Zones
- EZ Tracts



Sources: Esri, HERE, Garmin, Intermap, increment P Corp., GEBCO, USGS, FAO, NPS, NRCAN, GeoBase, IGN, Kadaster NL, Ordnance Survey, Esri Japan, METI, Esri China (Hong Kong), (c) OpenStreetMap contributors, and the GIS User Community

Texas Parks & Wildlife, Esri, HERE, Garmin, USGS, NGA, EPA, USDA, NPS I

Statutory Approval Process

- City Council initiates process through passage of a resolution convening the review committee and appointing the City's representative
- Review Committee meets and discusses project and proposed project plan
- Review Committee makes findings as to project eligibility and financial impacts, and provides its recommendation to City Council

Statutory Approval Process

- **Planning Commission determines whether the proposed project plan conforms with the comprehensive plan of the City and makes a recommendation regarding approval of the proposed project plan**
- City Council holds two public hearings before adoption
 - First public hearing – provide information and answer questions
 - Second public hearing – provide opportunity for those interested to express views
- City Council considers adoption of an Ordinance approving the proposed project plan and establishing the increment districts

Review Committee

- At their November 12, 2024, meeting, the Review Committee unanimously approved a Statement of Findings and Resolution regarding the Second Amendment of the STEDI Project Plan:
 - Finding that the proposed project area and increment district(s) are eligible and in accordance with the OLDA.
 - Finding that the financial impacts of proposed increment districts on taxing jurisdictions and business activities are a net benefit.
 - Recommending approval of the proposed project plan to the City Council.

SECOND AMENDED Project Plan OVERVIEW

- 1. Increased Direct Funding for Public Entities:**
 - **Public Schools:** To address rising demands, the amended plan increases the allocation to public school districts within the Increment Districts from 35% to 50% of the net financial benefit of total operating levies (excluding sinking funds).
 - **All Taxing Jurisdictions:** After allocating \$62M for public improvements, the increment will provide direct financial support to: (1) Great Plains Technology Center, Comanche County, and Comanche County Health Department equal to 100% of their respective annual operating levies, and (2) the Public Schools equal to 100% of the net financial benefit of the total levies of the Public Schools (excluding sinking funds).
- 2. Critical Public Improvement Needs:** The amended plan expands the public infrastructure budget to \$248 million, facilitating early-stage financing for essential improvements. This will ensure "shovel-ready" sites for Non-Retail Business development.

SECOND AMENDED Project Plan OVERVIEW

3. **Work Force Training:** A newly introduced budget category will support work force training, development initiatives, and internships, in collaboration with Great Plains Technology Center and other local institutions. These programs are designed to recruit and cultivate a highly skilled talent pool tailored to meet the evolving needs of new and expanding Non-Retail Businesses.

4. **Home Buyer Assistance:** Another new budget category, funded through the sales and use tax increment, will provide support for a home buyer assistance program, guided by policies established by the City. This program will support workforce growth while encouraging homeownership, fostering economic stability, and enhancing community development in Lawton.

SECOND AMENDED Project Plan OVERVIEW

5. Increment Districts and Project Area:

- ❖ **Increment District No. 5:** Established for a 100,000 square foot distribution center/warehouse development by Fisher59 Properties. This development represents a \$16M capital investment, retaining 60 employees and creating 30 new jobs.
- ❖ **Increment District No. 6:** Designated for the 40-acre Westwin Pilot Facility development.
- ❖ **Other Increment Districts:**
 - ❖ Increment Districts Ha, Hb and Q: Created for Westwin’s anticipated large-scale commercial refinery.
 - ❖ Increment Districts C, D, and F: Divided into smaller areas, now labelled Ca, Cb, Da, Db, Fa, and Fb, facilitating more focused development opportunities.
 - ❖ Increment Districts M, N, O, P, R, S, T, and U: Designated to support additional non-retail business opportunities.

SECOND AMENDED Project Plan OVERVIEW

- **Budget Update**
- The Second Amended Project Plan includes adjustments to the total authorized budget of Project Costs. These adjustments are driven by:
- **Expanded Public Improvements:** An increased budget allocation for critically needed public improvements to support new and existing Non-Retail Business development ensures readiness for future growth.
- **New Budget Categories:** Funding for key initiatives such as **Workforce Training** and **Home Buyer Assistance** promotes economic development and community stability.
- **Addition of New Increment Districts:** The creation of new Increment Districts broadens development opportunities and aligns with the City's long-term economic objectives.
- Together with the ongoing support for the STEM Strategic Plan, these updates reflect the City's commitment to economic stability, fostering workforce development, and comprehensive community growth.

Exhibit A
Southwest Rail Industrial Park Project Area

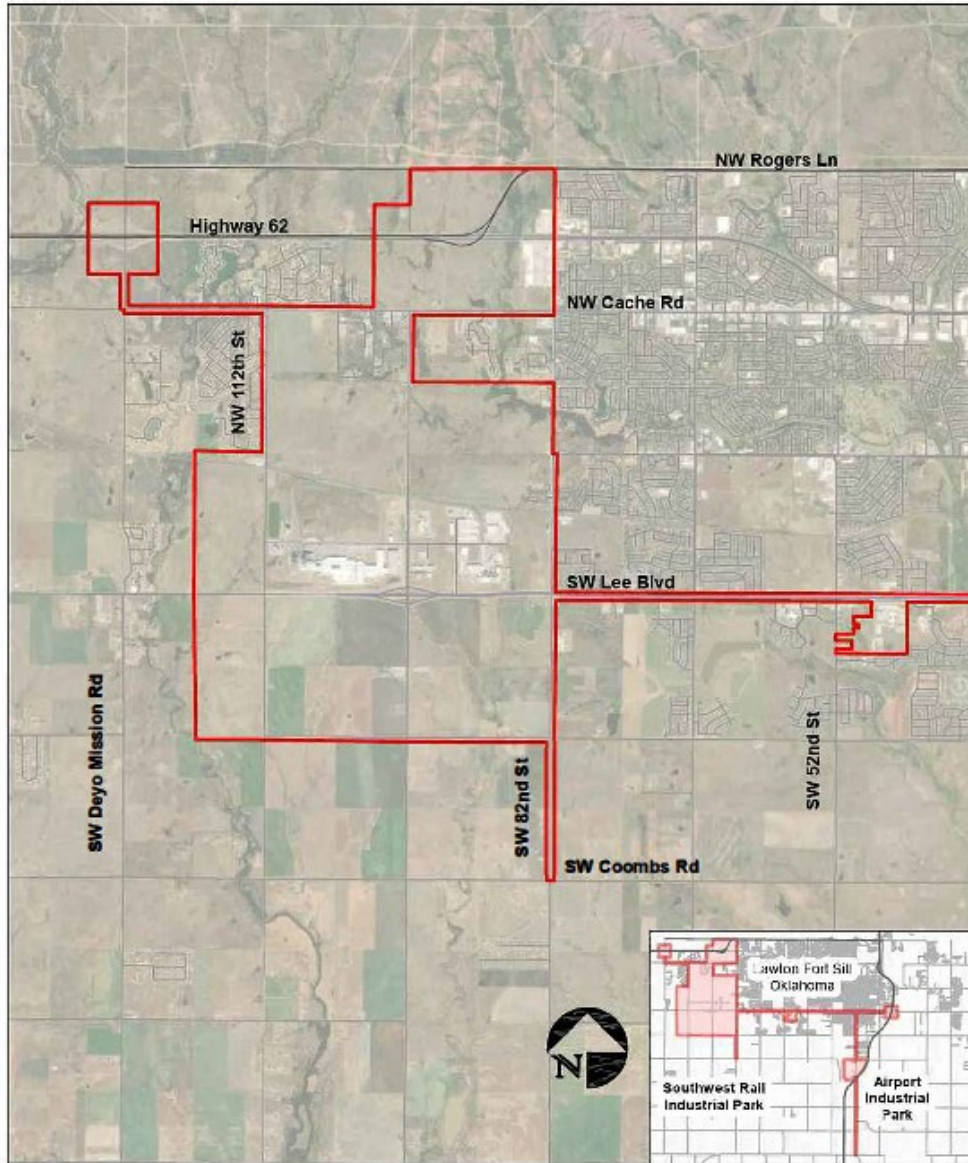


Exhibit A
Airport Industrial Park Project Area

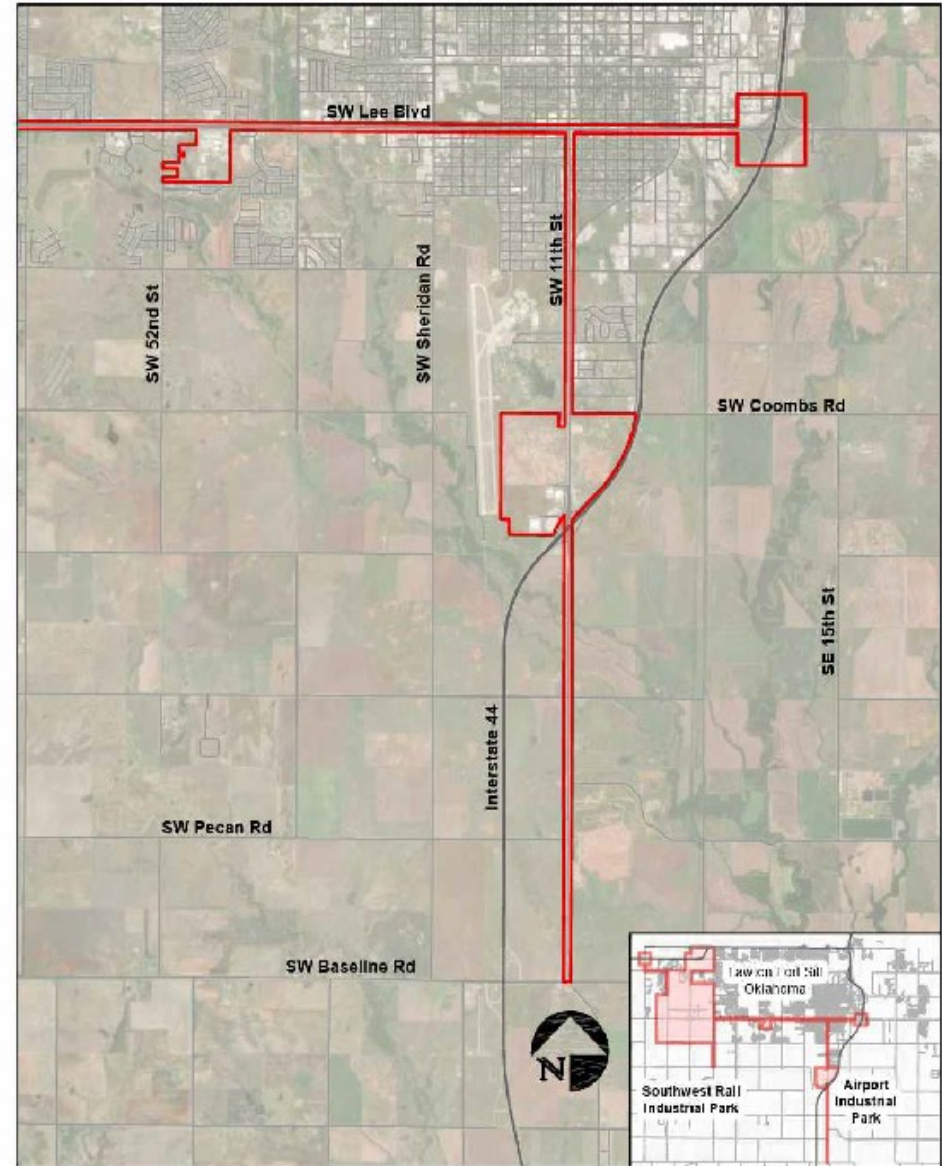


Exhibit C

Southwest Rail Industrial Park Increment Districts

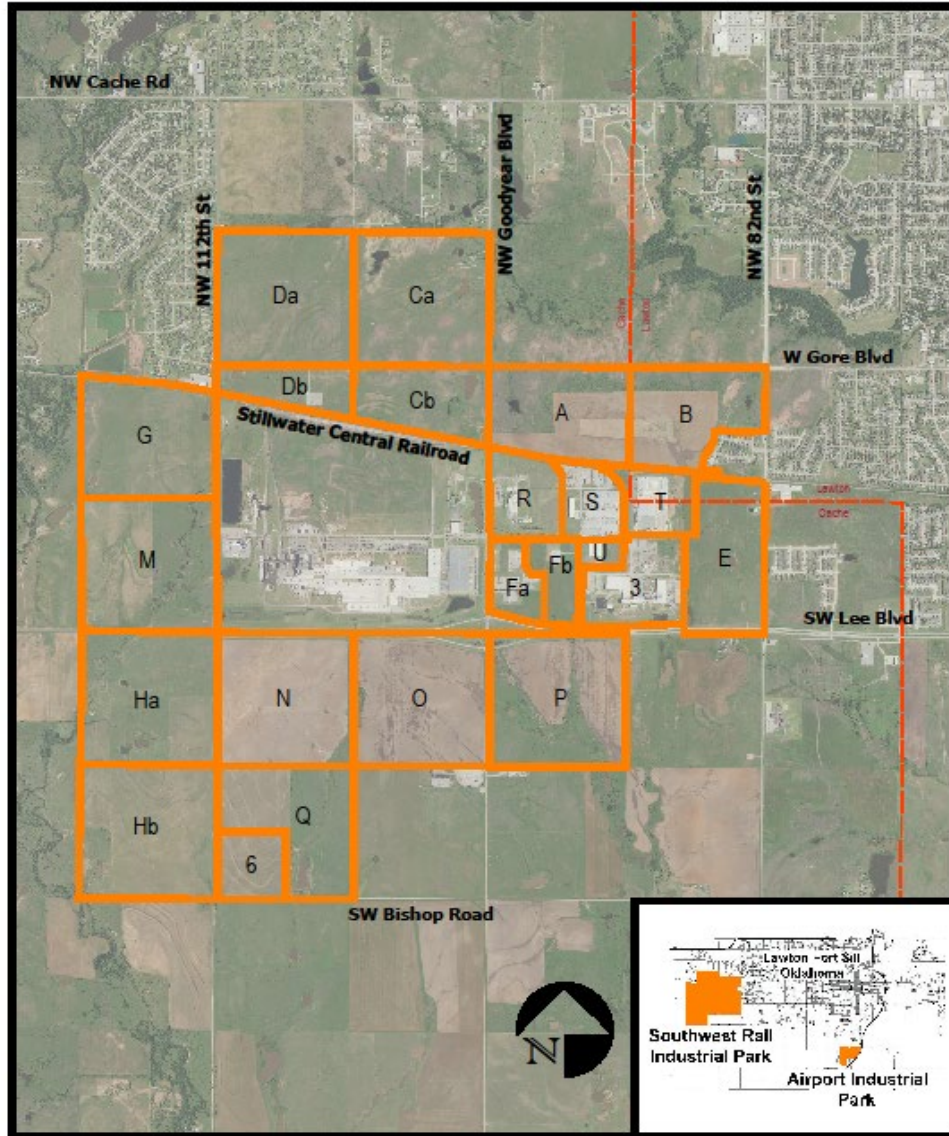


Exhibit C

Airport Industrial Park Increment Districts

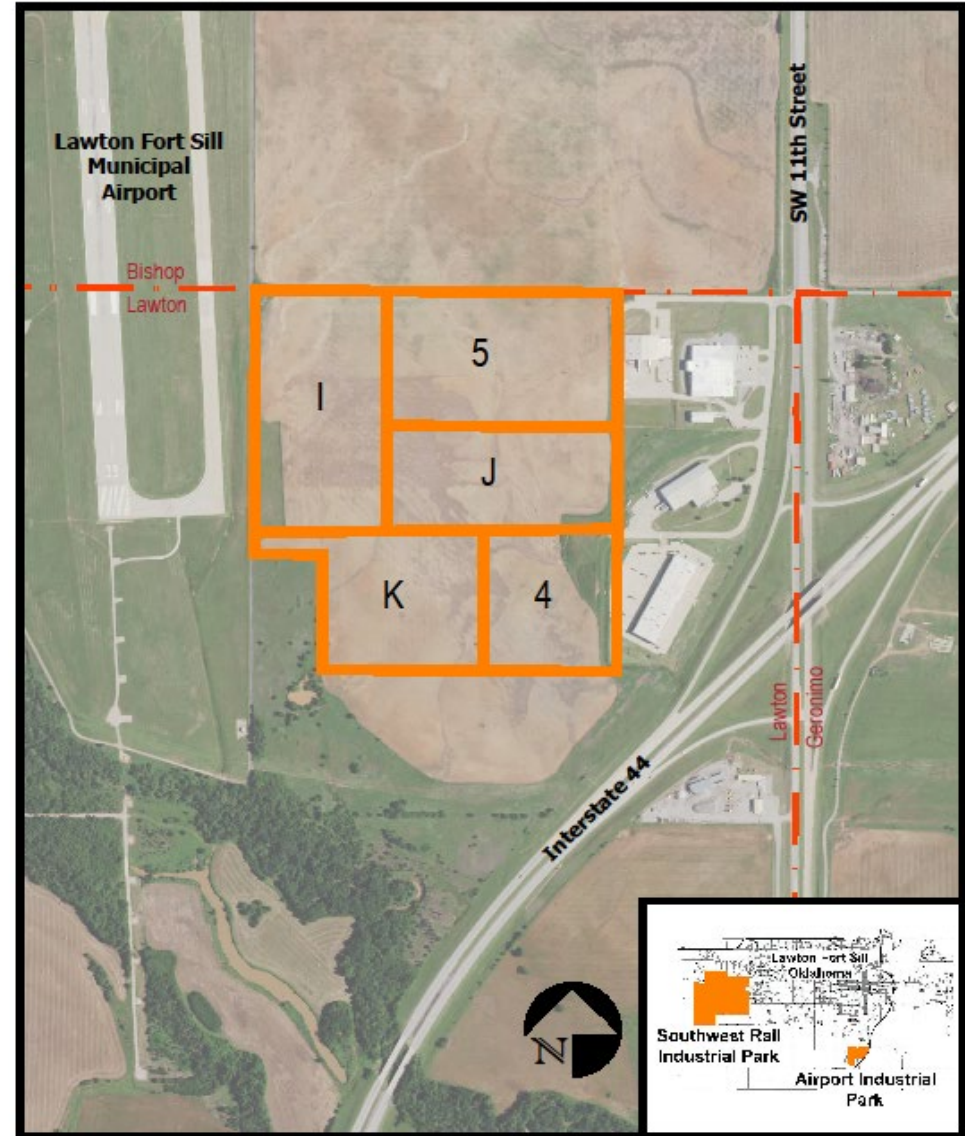


Exhibit E
Southwest Rail Industrial Park Existing Uses

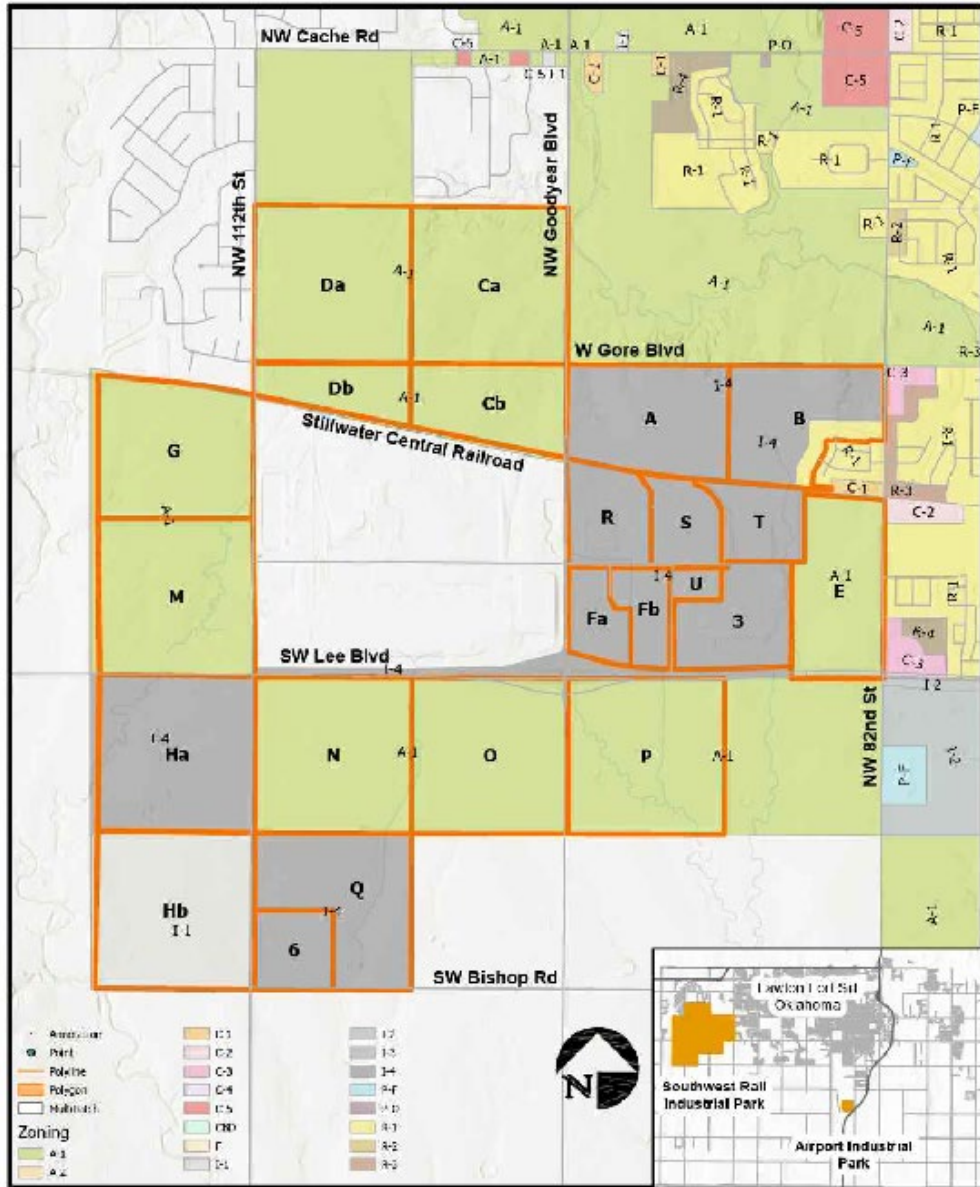


Exhibit E
Airport Industrial Park Existing Uses

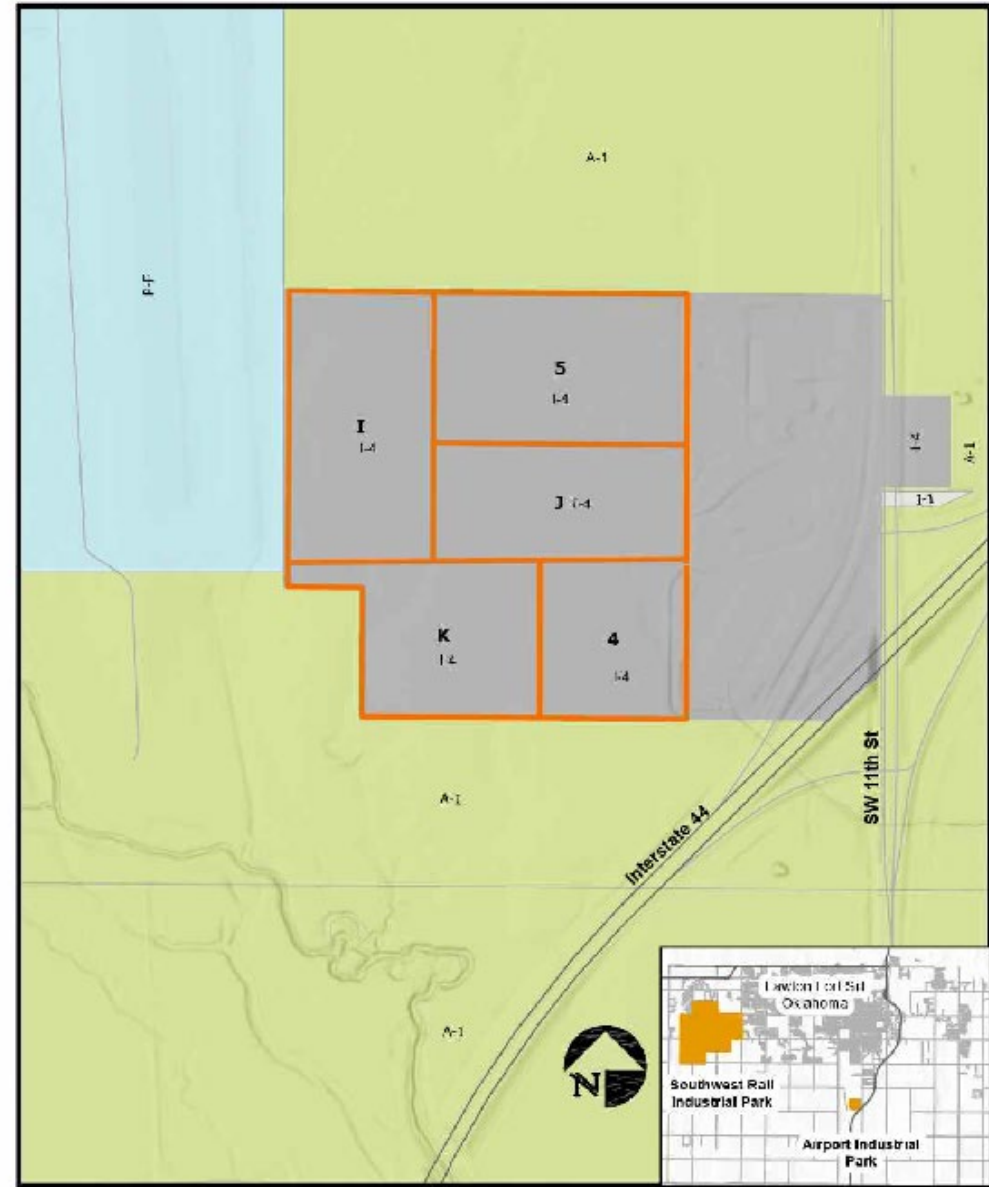


Exhibit F
Southwest Rail Industrial Park Proposed Uses

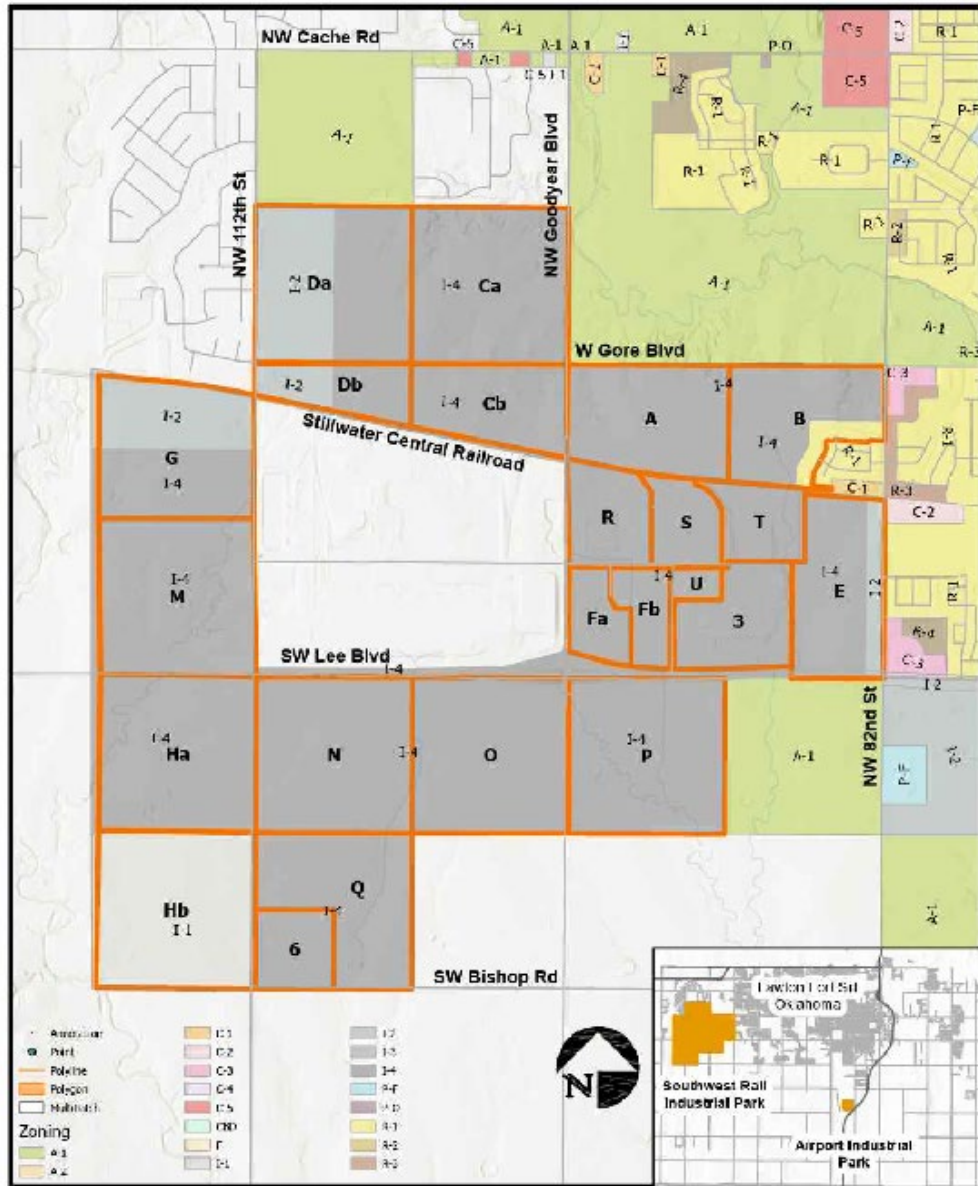
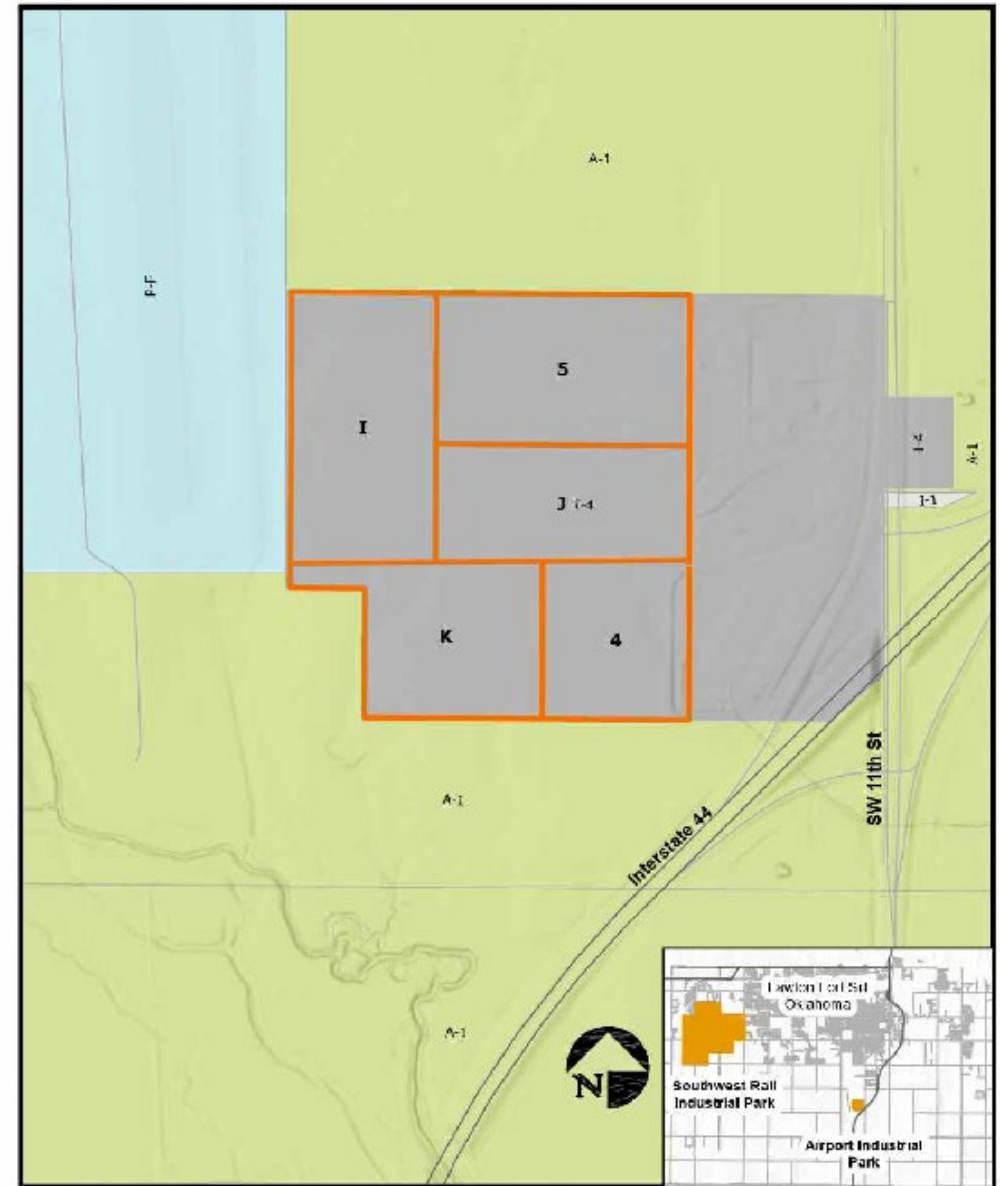


Exhibit F
Airport Industrial Park Proposed Uses



FINANCIAL IMPACTS

• **Broader Economic Impacts**

- The Project may result in increased demand for services and increase costs for affected taxing entities. These impacts will be offset by:
 - Increased direct financial support.
 - Funding for initiatives such as the STEM Strategic Plan, Workforce Training Programs, and Home Buyer Assistance.
 - Increased tax revenues from new residential and commercial developments outside the Increment Districts.
 - We are not limited to struggling to get our share of an ever-shrinking pie. STEDI bakes a bigger pie for us all to share!

Positive Outcomes OF THE AMENDED PROJECT PLAN

- The Second Amended Project Plan is designed to:
 - **Stimulate Business Activity:** Drive new investments and expansions, creating a robust environment for Non-Retail Business growth.
 - **Generate Significant Economic Benefits:** Increase revenue streams for the City and affected taxing jurisdictions.
 - **Enhance Community Prosperity:** Provide long-term financial impacts and social benefits that improve quality of life and strengthen the local economy.
- In summary, the Second Amended Project Plan aligns with the City's strategic vision, fostering long-term economic growth, enhancing workforce opportunities, and ensuring regional prosperity.

Next Steps

❑ Planning Commission

- Determines conformance with comprehensive plan

❑ City holds two public hearings before adoption

- First public hearing – provide information and answer questions *(scheduled Dec. 2)*
- Second public hearing – provide opportunity for those interested to express views *(scheduled Dec. 10)*
- At second hearing, City Council considers adoption of an ordinance approving the Project Plan *(scheduled Dec. 10)*
 - Increment District No. 5 and 6 are made effective
 - City Council has up ten (10) years to activate additional TIFs *(will require separate future action)*



City of Lawton

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

Commentary

File #: 24-2128

Agenda Date: 12/3/2024

Agenda No: 22.

ITEM TITLE:

Consider whether to approve the property owner to continue remodeling the structure located at 1708 SW A Avenue, per Section 6-1-1-108 Section D that states after 180 days the property will go back to City council for specific authorization by the Council.

INITIATOR: Charlotte Brown, Director of Community Services

STAFF INFORMATION SOURCE: Joshua White, Neighborhood Services Supervisor

BACKGROUND: The structure(s) located at 1708 SW A Avenue was declared dilapidated pursuant to Lawton City Code, Division 6-5-1 on August 22, 2023. Currently Chapter Section 6-1-1-108 allows for six (6) permits to complete the repairs to a dilapidated structure. If the remodel is not completed within the 180 days code states, the property must come back to Council to determine if another 180 days should be granted. The property owner is requesting another 180 days. The last permit expired on September 23, 2024. The last inspection was requested on May 7, 2024 and was for a gas line pressure test. This inspection cleared.

Staff feels that they have made substantial progress on the structure.

EXHIBIT: Photos

KEY ISSUES: Has the property owner shown substantial improvement?

FUNDING SOURCE: None

STAFF RECOMMENDED COUNCIL ACTION: Approve the property owner to continue remodeling the structure located at 1708 SW A Avenue per Section 6-1-1-108 Section D.

1708 SW A Avenue Ward 5



1708 SW A Avenue Ward 5





1708

10/24/2024 10:50



10/24/2024 10:50

10/24/2024 10:50





10/24/2024 10:50



10/24/2024 10:51



10/24/2024 10:51

























City of Lawton

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

Commentary

File #: 24-2155

Agenda Date: 12/3/2024

Agenda No: 23.

ITEM TITLE:

Discuss the previously declared dilapidated property located at 1303 NW Laird Avenue and provide direction to staff as appropriate.

INITIATOR: Kelly Harris, Councilmember

STAFF INFORMATION SOURCE: Kelly Harris, Councilmember

BACKGROUND: On February 13, 2024, the Lawton City Council passed Resolution 24-26 by declaring property located at 1303 NW Laird Avenue dilapidated. Back in 2023 US Bank National Association filed a foreclosure action against the property. The property sold at Sheriff's Sale August 26, 2024, back to US Bank National Association. A Motion to Stay Demo was filed October 28, 2024, which would prevent the City from being able to demo the property if the Motion is granted. The property is now owned by US Bank National Association and is currently pending sale.

EXHIBIT: N/A

KEY ISSUES: N/A

FUNDING SOURCE: N/A

STAFF RECOMMENDED COUNCIL ACTION: Discuss the previously declared dilapidated property located at 1303 NW Laird Avenue and provide direction to staff as appropriate.



City of Lawton

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

Commentary

File #: 24-2148

Agenda Date: 12/3/2024

Agenda No: 24.

ITEM TITLE:

Consider authorizing the expenditure of funds from Councilman Kelly Harris' Ward Fund for the purchase and installation of four (4) additional Flock cameras to be strategically located in Ward 2. The specific placement of the cameras will be determined by the Lawton Police Department, based on their assessment of the most effective locations for crime prevention and public safety monitoring.

INITIATOR: Chief of Police, James T. Smith

STAFF INFORMATION SOURCE: Chief of Police, James T. Smith

BACKGROUND: Flock cameras are a critical tool for enhancing public safety and deterring criminal activity. These cameras are used to monitor traffic, assist in investigations, and improve response times to crimes in progress. Ward 2, under the leadership of Councilman Kelly Harris, has seen a growing need for enhanced surveillance to ensure community safety and security. Councilman Harris has identified this need and is proposing to utilize his Ward Fund to expand the current Flock camera network within his district. By funding the addition of four more cameras, this initiative will enhance surveillance capabilities in areas where data shows a higher frequency of criminal activity or traffic-related concerns. The total cost for the proposed installation includes four (4) Flock cameras at \$3,000 each, totaling \$12,000. Additionally, four (4) Flock poles will be required at \$650 each, amounting to \$2,600. The total cost for Year 1 would be \$14,600. The renewal cost for annual maintenance and operation of the cameras would be \$12,000.

EXHIBIT: N/A

KEY ISSUES: N/A

FUNDING SOURCE: The proposed expenditure will be drawn from Councilman Kelly Harris' Ward Fund, benefiting the residents of Ward 2 directly.

STAFF RECOMMENDED COUNCIL ACTION: Approve and authorize to expend funds from the Ward Fund for the purchase and installation of four (4) Flock cameras in Ward 2, with placement to be determined by the Lawton Police Department.



City of Lawton

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

Commentary

File #: 24-2173

Agenda Date: 12/3/2024

Agenda No: 25.

ITEM TITLE:

Consider an ordinance pertaining to utilities, amending Section 22-1-2-115, Division 22-1-2, Article 22-1, Chapter 22, Lawton City Code 2015, relating to deposits by clarifying acceptable forms of deposits for utility service and adjusting the rate of commercial deposits for utility service, providing for severability and establishing an effective date.

INITIATOR: Rebecca Johnson, Finance Director

STAFF INFORMATION SOURCE: Rebecca Johnson, Finance Director

BACKGROUND: After conducting a peer 6 review for commercial deposits staff found that the City of Lawton's commercial deposit was an outlier being vastly different. The current ordinance for commercial deposit has been unchanged since ordinance 97-53. This amendment brings the city into alignment with our peers and reasonable deposit practice.

EXHIBIT: Proposed Ord. 24-

KEY ISSUES: N/A

FUNDING SOURCE: N/A

STAFF RECOMMENDED COUNCIL ACTION: Staff recommends amending 22-1-2-115, waive the reading of the ordinance and read the title only.

Norman	Moore	Midwest City
\$	30.00	\$
Business or commercial (1) Total of last two months at same premises (2) If no reasonable previous occupancy, then a total of two months Bill at another comparable type business.		175.00

Enid

Edmond

Broken Arrow

\$ 200.00 \$ 40.00 based on consumption

ORDINANCE NO. 2024-_____

AN ORDINANCE PERTAINING TO UTILITIES, AMENDING SECTION 22-1-2-115, DIVISION 22-1-2, ARTICLE 22-1, CHAPTER 22, LAWTON CITY CODE 2015, RELATING TO DEPOSITS BY CLARIFYING ACCEPTABLE FORMS OF DEPOSITS FOR UTILITY SERVICE AND ADJUSTING THE RATE OF COMMERCIAL DEPOSITS FOR UTILITY SERVICE, PROVIDING FOR SEVERABILITY AND ESTABLISHING AN EFFECTIVE DATE.

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

SECTION 1. Section 22-1-2-115 of the Lawton City Code is hereby amended to read as follows:

22-1-2-115 – Deposits – Charges against deposit.

- A. All applicants for utility service and/or landfill charge account are required to make a deposit in the amount of one hundred fifty dollars and no cents (\$150.00) to guarantee payment of the service. Deposits may be made in the form of cash, credit/debit card, or money order. At the time of application, applicants may provide a letter of credit reference from a recent utility service provider in lieu of a deposit. For commercial/industrial customers and at the applicant's option, he/she may post a surety bond, irrevocable letter of credit, and/or a standby letter of credit issued from a local financial institution, signed by a good and sufficient corporate surety company, to guarantee payment of landfill charges and/or utility service at all locations where water is used by the applicant, in any amount to be fixed by the city, but not less than that provided for ~~each deposit or three thousand dollars and no cents (\$3,000.000), whichever is greater, in lieu of the cash deposits~~ in the calculated deposit(s). Commercial deposits will be calculated by the average of the last three months at the same premises and if not reasonable previous occupancy, then an average of the last three months at another comparable type of business. If one (1) meter services multiple-family units or commercial multiple units, the property owner will be responsible for establishment of account and payment of utility service. Should the property owner lease the multiple-family units or commercial multiple units served by one meter to one lessee, the lessee shall be responsible for establishment of the account and payment of utility service upon presentation of the lease. Deposit required for a landfill charge account shall be separate and in addition to any deposit required for utility service.

SECTION 2. Severability. If any section, subsection, sentence, clause, phrase, or portion of this ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, said portion shall be deemed a separate, distinct, and independent provision and such holding shall not affect the validity of the remaining portion of this ordinance.

SECTION 3. Effective Date. The provisions of this ordinance shall become 30 days after its passage.

ADOPTED AND APPROVED BY THE COUNCIL OF THE CITY OF LAWTON, OKLAHOMA THIS 10th DAY OF DECEMBER 2024.

STANLEY BOOKER, MAYOR

ATTEST:
(SEAL)

DONALYNN BLAZEK-SCHERLER, CITY CLERK

APPROVED as to form and legality this 10TH day of December 2024.

JOHN ANDREW, CITY ATTORNEY

ORDINANCE NO. 2024-_____

AN ORDINANCE PERTAINING TO UTILITIES, AMENDING SECTION 22-1-2-115, DIVISION 22-1-2, ARTICLE 22-1, CHAPTER 22, LAWTON CITY CODE 2015, RELATING TO DEPOSITS BY CLARIFYING ACCEPTABLE FORMS OF DEPOSITS FOR UTILITY SERVICE AND ADJUSTING THE RATE OF COMMERCIAL DEPOSITS FOR UTILITY SERVICE, PROVIDING FOR SEVERABILITY AND ESTABLISHING AN EFFECTIVE DATE.

BRIEF GIST

This ordinance clarifies acceptable forms of deposits for utility services and adjusts the commercial deposit rate to a calculate average.

ADOPTED and APPROVED by the City Council of Lawton, Oklahoma this 10th day of December 2024.

STANLEY BOOKER, MAYOR

ATTEST:

DONALYNN BLAZEK-SCHERLER, CITY CLERK

(Published in the Lawton Constitution this ____ day of _____, 2024.)



City of Lawton

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

Commentary

File #: 24-2174

Agenda Date: 12/3/2024

Agenda No: 26.

ITEM TITLE:

Consider a resolution amending Appendix A, Chapter A-22, Article A-22-1, Schedule of Fees and Charges, Lawton City Code, 2015 by including the utility and landfill deposits in the Fee Schedule.

INITIATOR: Rebecca Johnson, Finance Director

STAFF INFORMATION SOURCE: Rebecca Johnson, Finance Director

BACKGROUND: This is the companion item to the Ordinance.

EXHIBIT: Proposed Resolution 24-

KEY ISSUES: N/A

FUNDING SOURCE: N/A

STAFF RECOMMENDED COUNCIL ACTION: Staff recommends approving the resolution.

RESOLUTION NO. 24-___

A RESOLUTION AMENDING APPENDIX A, CHAPTER A-22, ARTICLE A-22-1, SCHEDULE OF FEES AND CHARGES, LAWTON CITY CODE, 2015 BY INCLUDING THE UTILITY AND LANDFILL DEPOSITS IN THE FEE SCHEDULE.

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

WHEREAS, this resolution reflects the current deposit for residential customers and the calculated deposit to be used for commercial customers.

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

SECTION 1: Appendix A, Schedule of Fees and Charge, Lawton City Code, Article A-22-1 is amended to read as follows:

Article A-22-1 General provisions.

GENERAL FEES AND CHARGES

22-102	Reduction in base rates for low-income elderly and low income disabled, per month	
	Water	\$6.25
	Sewer	4.75
	Refuse	6.00
<u>22-104</u>	<u>Deposit(s)</u>	<u>\$150.00 Residential utility and/or landfill deposit. Commercial utility and/or landfill deposits will be calculated by the average of the last three months at the same premises and if not reasonable previous occupancy, then an average of the last three months at another comparable type of business.</u>
22-104	Penalties for nonpayment:	
22-104	Late payment of utility/landfill bill, 20 days after billing date	1.50 or 10% of unpaid bill
22-104	If bill and penalty not paid 40 days after billing date, service restoration during working hours	50.00

22-104	Above, service restoration during other than working hours	75.00
22-104	Dishonored checks	35.00
22-105	The city may refer indebtedness for unpaid utility/landfill bills to a collection agency for collection. The indebtedness referred to the collection agency may include any unpaid fees, penalties, interest or sums established by City Code and due to the city for unpaid utility/landfill bills	In addition to the total amount of the indebtedness owed to the city, the utility/landfill customer/consumer will be responsible for repayment of any contracted collection fee established from the city's contract with the collection agency in an amount not to exceed thirty-five percent (35%) of the total indebtedness that has been referred by the city to the collection agency for collection
22-103	Duplicate Statement Fee	1.00 per request

SECTION 2: EFFECTIVE DATE. Declaring emergency, to become effective immediately.

PASSED and APPROVED by the Mayor and Council of the City of Lawton, Oklahoma this 10th day of December 2024.

STANLEY BOOKER, MAYOR

ATTEST:

DONALYNN BLAZEK-SCHERLER, CITY CLERK

APPROVED as to form and legality this ____ day of _____, 2024.

JOHN ANDREW, CITY ATTORNEY



City of Lawton

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

Commentary

File #: 23-991

Agenda Date:

Agenda No: 27.

ITEM TITLE:

Provide City Council with an update on the FY 2023 and 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 2022 and the FY 2023 audit process.

EXHIBIT: None

KEY ISSUES: How is staff progressing on the FY 2023 & 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 #: 24-2149

Agenda Date: 12/3/2024

Agenda No: 28.

ITEM TITLE:

Receive a report from the Lawton Police Department on the data and statistics related to violent and property crimes within the City of Lawton.

INITIATOR: Chief of Police, James T. Smith

STAFF INFORMATION SOURCE: Assistant Chief Eric Carter and Assistant Chief Alvin Winham

BACKGROUND: The Lawton Police Department will provide the City Council with an accurate and comprehensive overview on the current data and statistics related to violent and property crimes within the City of Lawton.

EXHIBIT: LPD Crime Data Overview

KEY ISSUES: N/A

FUNDING SOURCE: N/A

STAFF RECOMMENDED COUNCIL ACTION: Receive a report from LPD on the data and statistics related to violent/property crimes within the City of Lawton.



Crime Data

Lawton, OK

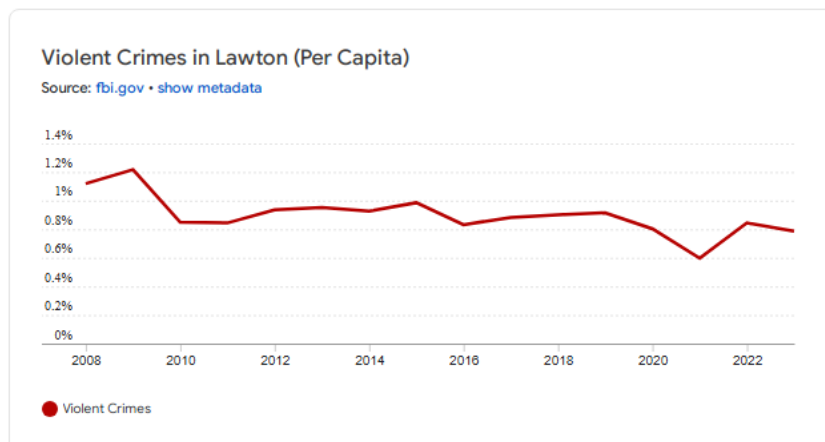
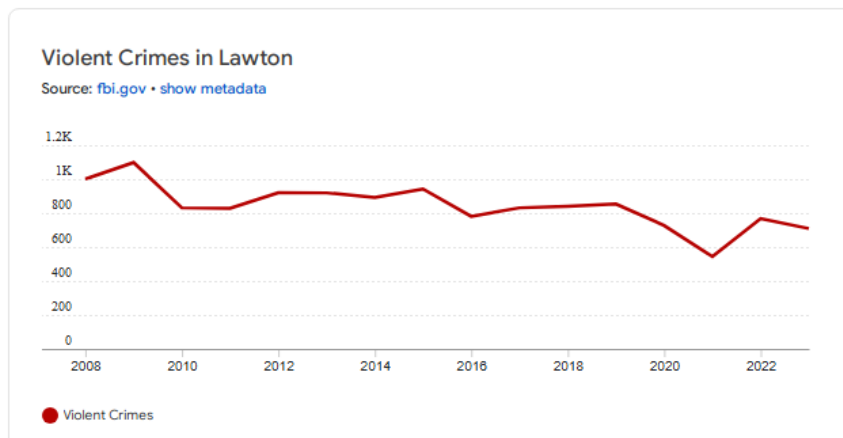
A review of the violent crime and property crime in Lawton, Oklahoma was conducted by the Lawton Police Department. For 2023, we figured 7.86 violent crimes reported per 1,000 residents. We determined 25 property crimes reported per 1,000. We figured a 32.3 percent reduction in violent crime, comparing 2018 to 2023. We determined a 15.5 percent reduction in property crimes, comparing 2018 to 2023.

The numbers that we figured are based off of incident reports generated by the Lawton Police Department and reported to the OSBI/FBI. They are compared to the City of Lawton population of 90,245. This is the same population that the publication used as a constant.

Crime Data

Lawton, OK

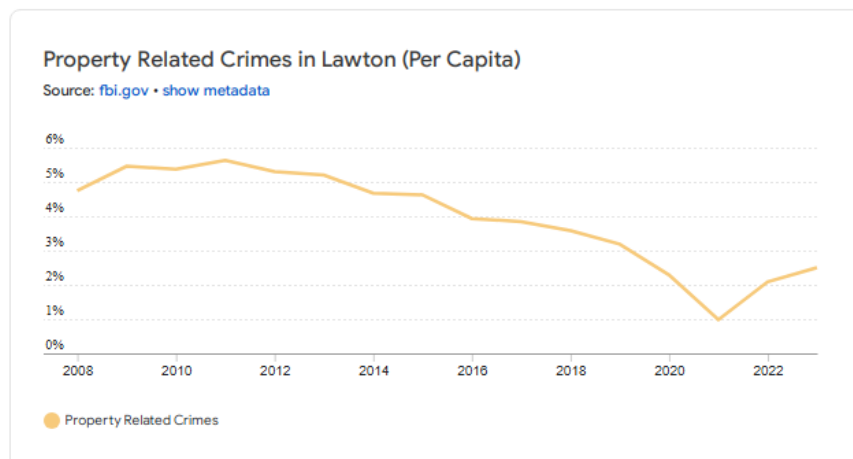
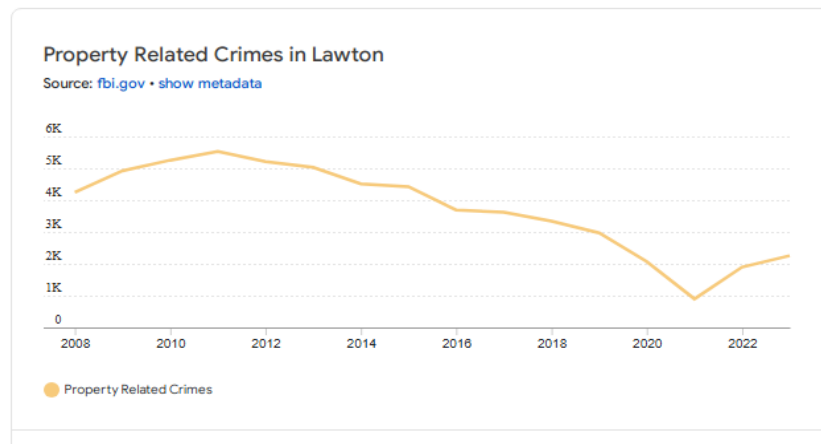
Violent Crime		
Year	# Reported	Per Capita
2018	840	9
2019	854	9.15
2020	727	8.03
2021	544	5.07
2022	767	8.44
2023	709	7.86



Crime Data

Lawton, OK

Property Crime		
Year	# Reported	Per Capita
2018	3,340	35.8
2019	2,970	31.8
2020	2,070	22.9
2021	897	9.85
2022	1,900	20.9
2023	2,260	25



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 #: 24-2153

Agenda Date: 12/3/2024

Agenda No: 29.

ITEM TITLE:

Pursuant to Section 307B.4, Title 25, Oklahoma Statutes, consider convening in executive session to discuss a pending action with Oklahoma Department of Environmental Quality concerning a Notice of Violation issued by ODEQ to the City on November 15, 2024, in relation to the City of Lawton Wastewater Treatment Facility, NOV No. S-11303-24-3, and, if necessary, take appropriate action in open session.

INITIATOR: John Ratliff, City Manager

STAFF INFORMATION SOURCE: John Andrew, City Attorney; John Ratliff, City Manager; Rusty Whisenhunt, Public Utilities Director

BACKGROUND: The City Attorney desires to discuss with the Mayor and Council a pending action with the Oklahoma Department of Environmental Quality concerning a Notice of Violation issued by ODEQ to the City on November 15, 2024, in relation to the City of Lawton Wastewater Treatment Facility, NOV No. S-11303-24-3. 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 reference 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 action with Oklahoma Department of Environmental Quality concerning a Notice of Violation issued by ODEQ to the City on November 15, 2024, in relation to the City of Lawton Wastewater Treatment Facility, NOV No. S-11303-24-3, and, if necessary, take appropriate action in open session.