



City of Lawton

City Council

Agenda

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

Tuesday, March 11, 2025

6:00 PM

Lawton City Hall
Council Chambers/Auditorium

MEETING CALLED TO ORDER WITH INVOCATION AND PLEDGE OF ALLEGIANCE

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

ROLL CALL

PROCLAMATION:

Women's History Month
American Red Cross Month

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 a resolution amending the City of Lawton FY25 budget, as amended, by appropriating up to \$350,000.00 to the TIF Fund for payment to the Lawton Economic Development Authority and \$45,000.00 to the [25-0162](#)

Sewer Rehabilitation Fund to replace a totaled compact track loader.

Attachments: [03.11.25 TIF and Sewer Rehab Fd Resolution](#)

2. Waive the requirements of Council Policy 10-5 and consider adopting a resolution authorizing traffic control measures with the installation of a speed table on NE Lake Ave at or near NE 26th St. [25-0114](#)

Attachments: [Resolution 25-10-05 Council Policy - Neighborhood Traffic Calming Procedures](#)

3. Waive the requirements of Council Policy 10-5 and consider adopting a resolution authorizing traffic control measures with the installation of a speed table on NE Lake Ave at or near NE Bell Ave. [25-0115](#)

Attachments: [Resolution NE LAKE AVE NEAR NE BELL AVE 10-05 Council Policy - Neighborhood Traffic Calming Procedures](#)

4. Waive the requirements of Council Policy 10-5 and consider adopting a resolution authorizing Traffic Control Measures with the installation of a Speed Table on NE Euclid Ave at or near the location of MacArthur Circle. [25-0116](#)

Attachments: [1. Resolution 25-10-05 Council Policy - Neighborhood Traffic Calming Procedures](#)

5. Waive the requirements of Council Policy 10-5 and consider adopting a resolution authorizing Traffic Control Measures with the installation of a Speed Table on NE Euclid Ave at or near the location of Winfield Circle. [25-0117](#)

Attachments: [2. Resolution 25-10-05 Council Policy - Neighborhood Traffic Calming Procedures](#)

6. Consider accepting the Oklahoma Heritage Preservation grant of \$25,000.00 from the Oklahoma Historical Society to digitize local newspapers and authorizing the Mayor to sign the contract. [25-0153](#)

Attachments: [Oklahoma Heritage Preservation Grant Contract](#)

7. Consider approving the proposal from Tec-An Inc. under the state's Indefinite Delivery Indefinite Quantity (IDIQ) Program, state Master Services Agreement MA-0221, for professional services related to asbestos abatement; said services in the amount of \$177,350.00 to be used in connection with City Project EN2108P1 McMahon Auditorium Addition and Renovation-Phase I and will be funded from the Engineering Dept. Professional Services account. [25-0080](#)

Attachments: [Revised Lawton McMahon Auditorium Ceiling Proposal 4. B150-IDIQ MSA_TECAN - FY25 Executed](#)

8. Consider and take action in awarding a contract in the amount of \$3,554,617.05 to Stampede Utility Construction, LLC, for the construction of Map 46 Water Line Replacement Project PU2409 to rehabilitate high maintenance waterlines. [24-2192](#)

Attachments: [Recommendation of Award Map 46](#)
[Bid Tab - PU2409 - Map 46](#)
[Map 46 Contract & bonds unsigned](#)
[Map 46](#)

9. Consider and take action in awarding a contract in the amount of \$2,324,800.00 to Howard Construction, Inc, for the construction of PU2405 Belmont Lift Station Improvements and Forcemain Project to replace the liftstation and approximately 700 ft of 6” forcemain at SW 6th and Belmont Ave. [25-0158](#)

Attachments: [Bid Tab - Belmont LS](#)
[Contract and Bonds PU2405](#)
[Recommendation of award](#)

10. Consider awarding contract CL25-019 Nuisance Abatement to Green Machine Lawns, Inc, VL Lawn Service LLC, and F & W Tree Company. [25-0163](#)

Attachments: [Department Recommendation](#)
[Abstract](#)
[Proposed Contract](#)

11. Consider extending contract CL24-013 Nuisance Abatement with Joe’s Backhoe of Lawton OK and Tahah Lawncare & Landscaping of Geronimo OK. [25-0178](#)

Attachments: [Department Recommendation](#)
[Vendor Ext. Form - Yr 2](#)
[Vendor Ext. Form Yr 2](#)

12. Consider and take action in awarding a contract in the amount of \$4,385,354.00 to Mach Energy Services, LLC, for the construction of Map 53 Waterline Replacement Project PU2404 to rehabilitate high maintenance waterlines. [25-0166](#)

Attachments: [Recommendation of Award](#)
[Bid Tab - PU2404 - Map 53](#)
[PU2404 Contract & Bonds unsigned](#)
[Map 53](#)

13. Consider approving an amendment to a professional services contract to allow Freese and Nichols to perform construction management services on the Rogers Lane lighting project (EN2307A). [25-0140](#)

Attachments: [Rogers Lane Lighting Amendment #1](#)

14. Consider accepting a permanent utility easement from Keegan and Mary Ledford for property located at SW 69th Street and Gore Boulevard, for the Gore Boulevard Reconstruction Project # EN1208, authorizing the Mayor and City Clerk to execute the document, and payment for the same. [25-0164](#)

Attachments: [Ledford Easement 69th & Gore \(2\)](#)

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15. Consider and take action approving Amendment No. 10 to the Master Services Agreement with Garver, LLC, in the amount not to exceed \$24,058 for Professional Engineering Services to update Lawton’s Risk and Resiliency Assessment of water system infrastructure and update the existing Emergency Response Plan. [25-0170](#)
- Attachments:** [Amendment No. 10](#)
[Exhibit B- Fee Schedule](#)
[Exhibit A- Scope of Services](#)
16. Consider accepting and approving the transfer of 1.49 acres at NW 6th Street and NW Ferris Avenue to Lawton Public School in exchange for 1.68 acres at SW 17th Street and Lee Boulevard and authorizing the Mayor and City Clerk to execute the deed. [25-0171](#)
- Attachments:** [QCD from COL to LPS - ETP](#)
[QCD from LPS to COL -17th & Lee Blvd](#)
[Visual of Land Transfer with LPS](#)
17. Consider approving the Record Plat for Lamplighter Plaza a Replat of Lots 15-21 Block 5, Lee Addition and take appropriate action as deemed necessary. [25-0172](#)
- Attachments:** [Lamplighter Plat](#)
18. Consider setting the date of April 22, 2025 to hold a public hearing for the consideration of a request from the City’s Public Works Department to close the north approximately 150’ of the alley located near NW Denver Avenue and NW 31st Street, just to the east of 3106 NW Denver Avenue for the construction of a drainage berm. [25-0176](#)
- Attachments:** [LOCATION MAP - 3106 NW Denver Ave](#)
19. Consider setting the date of April 22, 2025, to hold a public hearing for the consideration of a request from the City’s Public Works Department to close approximately 190 feet of the alley located on the east side of SW 9th Street, between SW I Avenue and SW J Avenue, for the removal of an unsafe bridge. [25-0177](#)
- Attachments:** [Location Map - Alley SW I Avenue & SW J Avenue SW 8th Street & SW 9th Street](#)
20. Consider and acknowledge receipt of permit number WT000016240940 for the construction of SEWTP Force Main Construction Project (PU2422) from the Oklahoma Department of Environmental Quality. [25-0157](#)
- Attachments:** [Permit Number WT000016240940](#)
21. Consider approving an amended Lease Agreement with Hillary Development, Incorporated for the purpose of securing a temporary office space for the Parks and Recreation Lake Division Headquarters. [25-0147](#)
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Attachments: [HDEV-City of Lawton - Lease Updated 02.1.2025 Sectoin 17 T-3-NR-12-W Comanche .32 Acres 02.14.2025](#)

22. Consider approving the Claims List for February 14, 2025, through March 6, 2025. [25-0168](#)

23. Consider approving appointments to boards and commissions. [25-0184](#)

Attachments: [Board Appointments- 03.11.2025](#)

24. Consider approving the minutes of the February 11, 2025 and February 25, 2025 Council meetings. [25-0180](#)

BUSINESS ITEMS:

25. Consider holding a public hearing and approving a resolution regarding a request from Builders Investment Group, LLC and Sumner Ridge Homes, LLC for an amendment to the 2030 Land Use Plan from Industrial to Residential/Low Density for the construction of eight new duplex homes to be located near 2108 SW Charles Whitlow Ave. and 2123 SW McKinley Ave, Lawton, OK 73501 and take appropriate action as deemed necessary. [25-0174](#)

Attachments: [Resolution No. 25-
Location Map
Site Plan Whitlow McKinley v2
Analysis \(Lots 5-18 & 34-35 Block 51\) 2025-0221
Executed CPC & CC Notice \(Rescheduled\)
Executed Newspaper CPC& CC Notice
02.27.2025 CPC](#)

26. Consider holding a public hearing and approving an ordinance regarding a request from Builders Investment Group, LLC and Sumner Ridge Homes, LLC for a change of zoning from the R-1 Single-Family Dwelling District to the R-2 Two-Family Dwelling District zoning classification for the construction of eight new duplex homes to be located near 2108 SW Charles Whitlow Ave. and 2123 SW McKinley Ave, Lawton, OK 73501 and take appropriate action as deemed necessary. [25-0175](#)

Attachments: [Ordinance No. 25-
Location Map
Site Plan Whitlow McKinley v2
Analysis \(Lots 5-18 & 34-35 Block 51\) 2025-0221
Executed Newspaper CPC& CC Notice
Executed CPC & CC Notice \(Rescheduled\)
02.27.2025 CPC](#)

27. Consider a cost sharing application from Marie Detty for the installation of a 12" water main along SW Lee Boulevard adjacent to their proposed complex to be located at 4521 SW Lee Blvd and take appropriate action as deemed necessary. [25-0159](#)

Attachments: [2025.02.07 Marie Detty Application](#)
[PU approved material list_cost share](#)
[06-04 Council Policy - Cost Sharing for New Fire Hydrant Installation and-or Public Water Main Improvements](#)
[Marie Detty Agreement](#)

28. Consider repealing or re-affirming Resolution 24-094 to allow the new property owner of property located at 1816 NW Arlington Avenue to obtain a building permit to remodel the single-family residence that was declared dilapidated by City Council on April 23, 2024, and take action as necessary. [25-0121](#)

Attachments: [Resolution](#)
[Original Pictures](#)
[Pictures taken on February 28, 2025](#)

STAFF REPORTS:

29. Provide City Council with an update on the FY2024 Audit Process. [25-0169](#)

EXECUTIVE SESSION ITEMS:

30. Pursuant to Section 307B.4, Title 25, Oklahoma Statutes, consider convening in executive session to discuss the pending action in the United States District Court for the Western District of Oklahoma titled Christopher Hartley v City of Lawton, et al, Case number CIV-24-153-J, and if necessary, take appropriate action in open session. [25-0150](#)
31. Pursuant to Section 307B.4, Title 25, Oklahoma Statutes, consider convening in executive session to discuss the pending action in the United States District Court for the Western District of Oklahoma titled Kent Jackson, as Personal Representative of the Estate of Israel Williams v. City of Lawton, et al, Case No. 5:23-cv-00284-G, and if necessary, take appropriate action in open session. [25-0151](#)
32. Pursuant to 307B.4, Title 25, Oklahoma Statutes, consider convening in executive session to discuss the pending action in the United States District Court for the Western District of Oklahoma titled Felisha Parker and Laresha Parker as next of kin to Isaac D'Wayne Parker, deceased v. City of Lawton, et al, Case Number CIV-24-178-JD, and if necessary, take appropriate action in open session. [25-0152](#)
33. Pursuant to Section 307B.2, Title 25, Oklahoma Statutes, consider convening in executive session to discuss negotiations of the FYE 2026 Collective Bargaining Agreement between the International Association of Firefighters (IAFF), Local 1882, and the City of Lawton, and, if necessary, take appropriate action in open session. [25-0185](#)

ADJOURNMENT

The City of Lawton encourages participation from all of its citizens. If participation at any public meeting is not possible due to a disability, notification to the City Clerk at (580) 581-3305 at least 48 hours prior to the scheduled meeting is encouraged

to make the necessary accommodations. The City may waive the 48 hour rule if interpreters for the deaf (signing) is not the necessary accommodation."



City of Lawton

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

Commentary

File #: 25-0162

Agenda Date: 3/11/2025

Agenda No: 1.

ITEM TITLE:

Consider approving a resolution amending the City of Lawton FY25 budget, as amended, by appropriating up to \$350,000.00 to the TIF Fund for payment to the Lawton Economic Development Authority and \$45,000.00 to the Sewer Rehabilitation Fund to replace a totaled compact track loader.

INITIATOR: Rebecca Johnson, Finance Director

STAFF INFORMATION SOURCE: Rebecca Johnson, Finance Director

BACKGROUND: Sales and use tax revenue generated within TIF District No. 2 are transferred to the Lawton Economic Development Authority (LEDA) per Section 10-15-3-312 of the Lawton City Code. The City anticipated FY25 revenues would total \$610,645.00 and budgeted to pay this same amount to LEDA. Revenue to date totals \$568,125.33. A budget amendment is needed to appropriate up to \$350,000.00 to the TIF Fund for payment to LEDA for the remainder of FY25.

On November 24, 2024, a vehicle ran off the road near the Goodyear Boulevard exit and hit a City of Lawton compact track loader that was parked in the construction area. The compact track loader was deemed totaled and State Farm Insurance issued a check for \$45,000.00. A budget amendment is needed to appropriate \$45,000.00 to the Sewer Rehabilitation Fund to replace the totaled compact track loader.

EXHIBIT: Resolution No. 25-_____

KEY ISSUES: None

FUNDING SOURCE: Lawton Town Center Sales and Use Tax Revenue; Insurance Proceeds

STAFF RECOMMENDED COUNCIL ACTION: Approve a resolution amending the City of Lawton FY25 budget, as amended, by appropriating up to \$350,000.00 to the TIF Fund for payment to the Lawton Economic Development Authority and \$45,000.00 to the Sewer Rehabilitation Fund to replace a totaled compact track loader.

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

A RESOLUTION AMENDING RESOLUTION NO. 24-125, WHEREBY THE CITY OF LAWTON, OKLAHOMA BUDGET FOR FISCAL YEAR 2024-2025 WAS ORIGINALLY ADOPTED, AND AS PREVIOUSLY AMENDED BY RESOLUTION NO. 24-203, RESOLUTION NO. 24-223, RESOLUTION NO. 24-224, RESOLUTION NO. 24-225, RESOLUTION NO. 24-227, RESOLUTION NO. 24-228, RESOLUTION NO. 24-229, RESOLUTION NO. 24-255, RESOLUTION NO. 24-264, RESOLUTION NO. 24-265, RESOLUTION NO. 25-06, RESOLUTION NO. 25-14, RESOLUTION NO. 25-15, AND RESOLUTION NO. 25-18, TO APPROPRIATE UP TO THREE HUNDRED FIFTY THOUSAND AND 00/100 DOLLARS (\$350,000.00) TO THE TIF FUND FOR PAYMENT TO THE LAWTON ECONOMIC DEVELOPMENT AUTHORITY AND FORTY-FIVE THOUSAND AND 00/100 DOLLARS (\$45,000.00) TO THE SEWER REHABILITATION FUND TO REPLACE A TOTALED COMPACT TRACK LOADER.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

WHEREAS, City Council previously approved Resolution No. 25-14, amending Resolution No. 24-125 by appropriating Three Hundred Ninety-Five Thousand and 00/100 Dollars (\$395,000.00) to fund abatements through the Neighborhood Services Division; and

WHEREAS, City Council previously approved Resolution No. 25-15, amending Resolution No. 24-125 by appropriating Four Million Four Hundred Fifty-Six Thousand Four Hundred Two and 38/100 Dollars (\$4,456,402.38) to the City-at-Large Construction, Improvements and Additions account for roof repairs at Central Mall Plaza; and

WHEREAS, City Council previously approved Resolution No. 25-18, amending Resolution No. 24-125 by appropriating Four Thousand One Hundred Fifteen and 27/100 Dollars (\$4,115.27) to the Electronic Maintenance Division's Repair and Maintenance account for repairs and maintenance; and

WHEREAS, sales and use tax revenue generated within TIF District No. 2 are coming in higher than projected, therefore expenses from this fund will also be higher than projected; and

WHEREAS, the City of Lawton received a check from State Farm Insurance for a compact track loader deemed totaled after a vehicle accident on November 24, 2024; and

WHEREAS, a budget amendment is needed to appropriate up to Three Hundred Fifty Thousand and 00/100 Dollars (\$350,000.00) to the TIF Fund for payment to LEDA for the remainder of FY25 and Forty-Five Thousand and 00/100 Dollars (\$45,000.00) to the Sewer Rehabilitation Fund to replace a totaled compact track loader.

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 2702501-52090 by Three Hundred Fifty Thousand and 00/100 Dollars (\$350,000.00) for payment to the Lawton Economic Development Authority and account 7106501-53015 by Forty-Five Thousand and 00/100 Dollars (\$45,000.00) to replace a totaled compact track loader.

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 11th day of March, 2025.

(SEAL)

STANLEY BOOKER, MAYOR

ATTEST:

DONALYNN BLAZEK-SCHERLER, CITY CLERK

APPROVED as to form and legality this 11th day of March, 2025.

TIMOTHY E. WILSON, INTERIM CITY ATTORNEY



City of Lawton

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

Commentary

File #: 25-0114

Agenda Date: 3/11/2025

Agenda No: 2.

ITEM TITLE:

Waive the requirements of Council Policy 10-5 and consider adopting a resolution authorizing traffic control measures with the installation of a speed table on NE Lake Ave at or near NE 26th St.

INITIATOR: George Gill, Ward 4 Council Member

STAFF INFORMATION SOURCE: Michael Watrous, Public Works Director

BACKGROUND: This request is for a speed table installation for Ward 4. Per City of Lawton Neighborhood Traffic Calming Policy 10-5, each Ward is allotted two speed table installations per year using general funds, and up to 2 additional requests using ward funds. A recent amendment to Council Policy 10-5 requires these requests to go to the Streets, Bridges, Building and Development Committee for consideration before going to Council, and notice to be given to all citizens within 300 feet of the proposed speed table 30 days prior to the committee hearing. As this request was made prior to the amendment to Council Policy 10-5, staff requests that the requirements of Policy 10-5 be waived. Notifications to citizens within 300 feet were sent on 12 February via certified mail.

EXHIBIT: Resolution, Location Map

KEY ISSUES: Modular speed table is to be installed per Council Policy 10-5.

FUNDING SOURCE: 1005502 51020 Streets Division, Repair and Maintenance. Current balance 2,326,029.70. Estimated costs to this account: \$7,122.00

STAFF RECOMMENDED COUNCIL ACTION: Waive the requirements of Council Policy 10-5 and consider adopting a resolution authorizing traffic control measures with the installation of a speed table on NE Lake Ave at or near NE 26th St.

RESOLUTION NO. 25-__

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

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

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

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

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

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

1. Install a modular speed table on NE Lake Ave at or near NE 26th St

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

ATTEST:

DONALYNN BLAZEK-SCHERLER, CITY CLERK

STANLEY BOOKER, MAYOR

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

CITY ATTORNEY

Council Policy 10-5 NEIGHBORHOOD TRAFFIC CALMING PROCEDURES

DISTRIBUTION: Mayor and City Council
Public Works Department

SUBJECT: Neighborhood Traffic Calming Procedures

PURPOSE: Implement procedures to request and install traffic calming devices in neighborhoods

BACKGROUND: In August of 2020, a Neighborhood Traffic Calming Policy was adopted by resolution 2020-71 to standardize the procedures for traffic calming devices being installed across the city.

One of the most persistent and emotional complaints that the City of Lawton receives is speeding on residential streets. Each year, there are numerous requests received by City council members and other City administration and staff to “do something” on certain streets where residents have concerns about excessive traffic speeds and/or traffic volumes. Proper street design is essential in encouraging lower speeds, minimizing cut-through traffic, and maintaining the integrity of residential neighborhoods. This policy presents a program aimed at making existing residential streets safer and more livable. Historically, issues of speeding and cut-through traffic could only be addressed through educational efforts, beefed-up police enforcement, and the unwarranted use of regulatory signs; now, however, physical calming devices have been developed for use when education and enforcement endeavors have failed.

Traffic calming techniques were developed to reduce speeding problems and heavy flow on residential streets. By making some residential streets more “calm,” it makes the neighborhood more livable. Although “livable” in terms of a neighborhood does not have a precise definition, feeling safe and secure, interacting with neighbors, and experiencing a sense of home and community identification are certainly some of the characteristics. In essence, when citizens call to request a STOP sign to slow traffic on their street, they are requesting the City to make their street more livable.

Since each city street has an intended purpose related to moving traffic and serving the adjacent land use, it must be ensured that traffic management measures are compatible with those purposes. Because the installation of calming devices can result, directly or indirectly, in drivers shifting to use an adjacent street as their new route, this is appropriate only if that adjacent street is suitably classified and able to accommodate this traffic. Accordingly, while the majority of traffic management measures in the calming toolbox are appropriate for use on local streets and collectors, most measures, such as speed tables, are not appropriate on arterials.

The overall objectives for the Neighborhood Traffic Calming Policy are:

- To implement measures, either physical or psychological, that will safely reduce speeding and affect driver behavior to improve the livability and quality of life in residential neighborhoods;
- To preserve and enhance pedestrian and bicycle access to neighborhood destinations;
- To encourage citizen involvement in neighborhood calming and, in the process, provide an opportunity for neighbors to interact and create a positive community atmosphere; and
- To make fair and efficient use of City resources in prioritizing projects to balance the needs of the neighborhood with that of the entire community.

POLICY/PROCEDURES:

1. **Submission:** All traffic calming requests are submitted to the Public Works Department for review and recommendations through their respective Ward Council Member.
 - Requests must include
 - i. A specific written description of the concern
 - ii. A map showing the location of the concerning area
2. **Review** – An initial non-exhaustive review of the request is performed by the Public Works Department to determine if it meets initial criteria. This review is performed to save costs and time on more detailed studies.
 - Traffic Calming Requests must not meet the following criteria
 - i. The same or similar request hasn't been rejected in the past 10 years
 - ii. Road is not planned for major work (rehabilitation, reconstruction) within the next 2 years
 - iii. Is not on a roadway with a speed limit of 40 MPH or higher (Arterial)
 - iv. Will not interfere with major public or emergency services

- v. No other traffic measures are in place that deem the request as highly unlikely to meet speed criteria
- 3. **Traffic Study** - a traffic study is conducted if no criteria above has been met, within 3 months of request.
 - 85% of vehicles over 8 MPH of posted speed limit for location
 - Average Daily Traffic (ADT) > 600 vehicles/day (vpd), but < 3000
- 4. **Recommendation** – The Public Works Department determines potential traffic calming solutions that would be effective in the affected area.
 - All potential solutions in the traffic calming toolkit, including:
 - i. Horizontal Deflections
 - ii. Vertical Deflections
 - iii. Street Width Reduction
 - iv. Routing Restrictions
- 5. **Approval/Disapproval Action** - Request with recommended solutions is brought to the Streets, Bridges, Building and Development Committee for final action by the Public Works Department
 - Notices will be sent to all citizens by the Public Works Department within 300 feet of the request notifying them of the date (30 days in advance) that the request will be meeting the committee, along with proposed recommendations
 - i. Written narrative submissions from affected citizens shall be allowed by the deadline to facilitate different work shifts, times, etc.
 - The Streets, Bridges, Building and Development Committee determines the final recommendation and takes to council for approval
 - i. All qualified (met Traffic Study Criteria) traffic calming measures are paid for by the Streets and Traffic Control Division, Maintenance and Repair budget
 - 1. Approved, qualified traffic calming measures are prioritized, budgeted and completed as time and

budget allows. Two speed tables per ward will be budgeted from the General Fund, Street and Traffic Control account for each Fiscal Year, and up to two additional speed tables may be funded with Ward funds as funding allows.

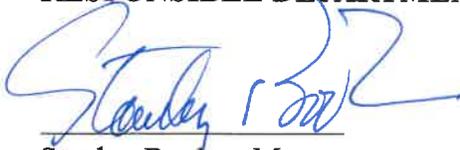
6. **Implementation** - If approved, the traffic calming measure is implemented
 - All approved requests are scheduled as time and manning permits.
7. **Removal** - Devices installed for the purpose of calming traffic in residential areas may be removed or significantly modified only when all the following criteria have been met:
 - At least 75% of the residents and/or property owners (one signature per residence) living within 300' of the device in question must agree, by petition, to remove it.
 - The calming device must have been in place twelve months or longer before being considered for removal (unless in cases of emergency)
 - The City Public Works Director agrees that its removal will not affect the overall effectiveness of the calming efforts in the neighborhood.
 - Funding, either from City or private residential sources, must be available to restore or modify the device.

REFERENCES: None

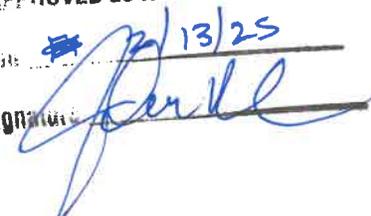
EFFECTIVE DATE/

RECISION: This policy becomes effective 1 March 2025.

RESPONSIBLE DEPARTMENT: Public Works


Stanley Booker, Mayor

APPROVED as to form and legality

DATE: 2/13/25
SIGNATURE: 



City of Lawton

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

Commentary

File #: 25-0115

Agenda Date: 3/11/2025

Agenda No: 3.

ITEM TITLE:

Waive the requirements of Council Policy 10-5 and consider adopting a resolution authorizing traffic control measures with the installation of a speed table on NE Lake Ave at or near NE Bell Ave.

INITIATOR: George Gill, Ward 4 Council Member

STAFF INFORMATION SOURCE: Michael Watrous, Public Works Director

BACKGROUND: This request is for a speed table installation for Ward 4. Per City of Lawton Neighborhood Traffic Calming Policy 10-5, each Ward is allotted two speed table installations per year using general funds, and up to two additional requests using ward funds. A recent amendment to Council Policy 10-5 requires these requests to go to the Streets, Bridges, Building and Development Committee for consideration before going to Council, and notice to be given to all citizens within 300 feet of the proposed location 30 days prior to the committee hearing. As this request was made prior to the amendment to Council Policy 10-5, staff requests that the requirements of Council Policy 10-5 be waived. Notifications to citizens within 300 feet were sent on 12 February via certified mail.

EXHIBIT: Resolution 25-___, Location Map

KEY ISSUES: Modular speed table is to be installed per Council Policy 10-5.

FUNDING SOURCE: 1005502 51020 Streets Division, Repair and Maintenance. Current balance 2,326,029.70. Estimated costs to this account: \$7,122.00

STAFF RECOMMENDED COUNCIL ACTION: Waive the requirements of Council Policy 10-5 and consider adopting a resolution authorizing traffic control measures with the installation of a speed table on NE Lake Ave at or near NE Bell Ave.

RESOLUTION NO. 25-__

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

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

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

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

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

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

1. Install a modular speed table on NE Lake Ave at or near NE Bell Ave.

PASSED and APPROVED by the Mayor and Council of the City of Lawton, Oklahoma, this ____ day of March, 2025

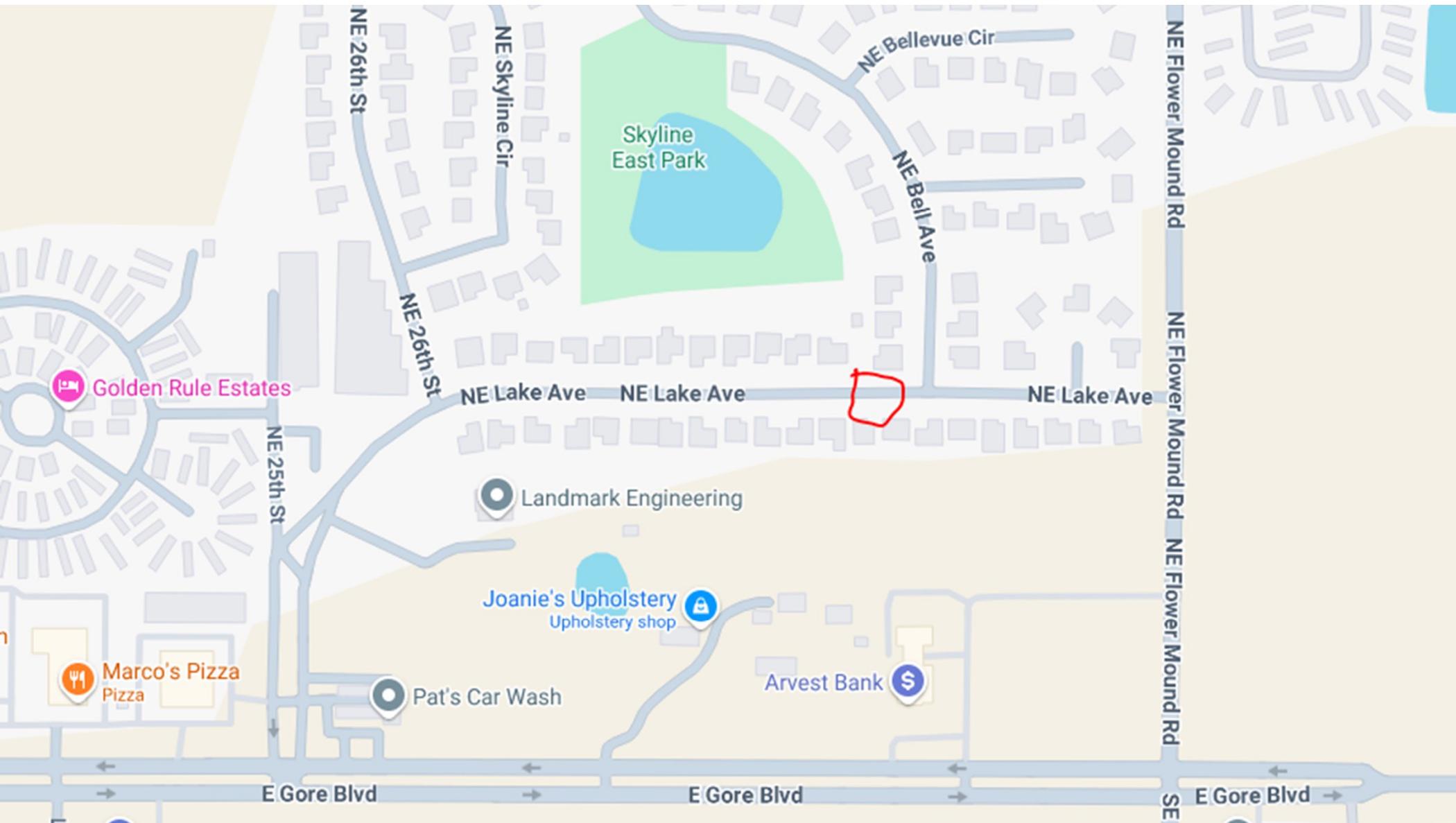
STANLEY BOOKER, MAYOR

ATTEST:

DONALYNN BLAZEK-SCHERLER, CITY CLERK

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

CITY ATTORNEY



Council Policy 10-5 NEIGHBORHOOD TRAFFIC CALMING PROCEDURES

DISTRIBUTION: Mayor and City Council
Public Works Department

SUBJECT: Neighborhood Traffic Calming Procedures

PURPOSE: Implement procedures to request and install traffic calming devices in neighborhoods

BACKGROUND: In August of 2020, a Neighborhood Traffic Calming Policy was adopted by resolution 2020-71 to standardize the procedures for traffic calming devices being installed across the city.

One of the most persistent and emotional complaints that the City of Lawton receives is speeding on residential streets. Each year, there are numerous requests received by City council members and other City administration and staff to “do something” on certain streets where residents have concerns about excessive traffic speeds and/or traffic volumes. Proper street design is essential in encouraging lower speeds, minimizing cut-through traffic, and maintaining the integrity of residential neighborhoods. This policy presents a program aimed at making existing residential streets safer and more livable. Historically, issues of speeding and cut-through traffic could only be addressed through educational efforts, beefed-up police enforcement, and the unwarranted use of regulatory signs; now, however, physical calming devices have been developed for use when education and enforcement endeavors have failed.

Traffic calming techniques were developed to reduce speeding problems and heavy flow on residential streets. By making some residential streets more “calm,” it makes the neighborhood more livable. Although “livable” in terms of a neighborhood does not have a precise definition, feeling safe and secure, interacting with neighbors, and experiencing a sense of home and community identification are certainly some of the characteristics. In essence, when citizens call to request a STOP sign to slow traffic on their street, they are requesting the City to make their street more livable.

Since each city street has an intended purpose related to moving traffic and serving the adjacent land use, it must be ensured that traffic management measures are compatible with those purposes. Because the installation of calming devices can result, directly or indirectly, in drivers shifting to use an adjacent street as their new route, this is appropriate only if that adjacent street is suitably classified and able to accommodate this traffic. Accordingly, while the majority of traffic management measures in the calming toolbox are appropriate for use on local streets and collectors, most measures, such as speed tables, are not appropriate on arterials.

The overall objectives for the Neighborhood Traffic Calming Policy are:

- To implement measures, either physical or psychological, that will safely reduce speeding and affect driver behavior to improve the livability and quality of life in residential neighborhoods;
- To preserve and enhance pedestrian and bicycle access to neighborhood destinations;
- To encourage citizen involvement in neighborhood calming and, in the process, provide an opportunity for neighbors to interact and create a positive community atmosphere; and
- To make fair and efficient use of City resources in prioritizing projects to balance the needs of the neighborhood with that of the entire community.

POLICY/PROCEDURES:

1. **Submission:** All traffic calming requests are submitted to the Public Works Department for review and recommendations through their respective Ward Council Member.
 - Requests must include
 - i. A specific written description of the concern
 - ii. A map showing the location of the concerning area
2. **Review** – An initial non-exhaustive review of the request is performed by the Public Works Department to determine if it meets initial criteria. This review is performed to save costs and time on more detailed studies.
 - Traffic Calming Requests must not meet the following criteria
 - i. The same or similar request hasn't been rejected in the past 10 years
 - ii. Road is not planned for major work (rehabilitation, reconstruction) within the next 2 years
 - iii. Is not on a roadway with a speed limit of 40 MPH or higher (Arterial)
 - iv. Will not interfere with major public or emergency services

- v. No other traffic measures are in place that deem the request as highly unlikely to meet speed criteria
3. **Traffic Study** - a traffic study is conducted if no criteria above has been met, within 3 months of request.
- 85% of vehicles over 8 MPH of posted speed limit for location
 - Average Daily Traffic (ADT) > 600 vehicles/day (vpd), but < 3000
4. **Recommendation** – The Public Works Department determines potential traffic calming solutions that would be effective in the affected area.
- All potential solutions in the traffic calming toolkit, including:
 - i. Horizontal Deflections
 - ii. Vertical Deflections
 - iii. Street Width Reduction
 - iv. Routing Restrictions
5. **Approval/Disapproval Action** - Request with recommended solutions is brought to the Streets, Bridges, Building and Development Committee for final action by the Public Works Department
- Notices will be sent to all citizens by the Public Works Department within 300 feet of the request notifying them of the date (30 days in advance) that the request will be meeting the committee, along with proposed recommendations
 - i. Written narrative submissions from affected citizens shall be allowed by the deadline to facilitate different work shifts, times, etc.
 - The Streets, Bridges, Building and Development Committee determines the final recommendation and takes to council for approval
 - i. All qualified (met Traffic Study Criteria) traffic calming measures are paid for by the Streets and Traffic Control Division, Maintenance and Repair budget
 - 1. Approved, qualified traffic calming measures are prioritized, budgeted and completed as time and

budget allows. Two speed tables per ward will be budgeted from the General Fund, Street and Traffic Control account for each Fiscal Year, and up to two additional speed tables may be funded with Ward funds as funding allows.

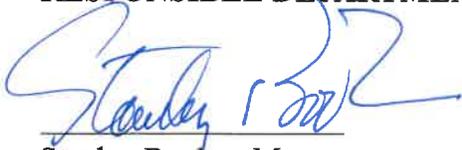
6. **Implementation** - If approved, the traffic calming measure is implemented
 - All approved requests are scheduled as time and manning permits.
7. **Removal** - Devices installed for the purpose of calming traffic in residential areas may be removed or significantly modified only when all the following criteria have been met:
 - At least 75% of the residents and/or property owners (one signature per residence) living within 300' of the device in question must agree, by petition, to remove it.
 - The calming device must have been in place twelve months or longer before being considered for removal (unless in cases of emergency)
 - The City Public Works Director agrees that its removal will not affect the overall effectiveness of the calming efforts in the neighborhood.
 - Funding, either from City or private residential sources, must be available to restore or modify the device.

REFERENCES: None

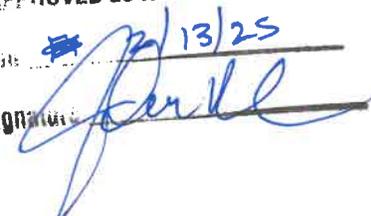
EFFECTIVE DATE/

RECISION: This policy becomes effective 1 March 2025.

RESPONSIBLE DEPARTMENT: Public Works


Stanley Booker, Mayor

APPROVED as to form and legality

DATE: 2/13/25
SIGNATURE: 



City of Lawton

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

Commentary

File #: 25-0116

Agenda Date: 3/11/2025

Agenda No: 4.

ITEM TITLE:

Waive the requirements of Council Policy 10-5 and consider adopting a resolution authorizing Traffic Control Measures with the installation of a Speed Table on NE Euclid Ave at or near the location of MacArthur Circle.

INITIATOR: George Gill, Ward 4 Council Member

STAFF INFORMATION SOURCE: Michael Watrous, Public Works Director

BACKGROUND: This request is for one speed table installation for Ward 4. Per City of Lawton Neighborhood Traffic Calming Policy 10-5, each Ward is allotted two speed table installations per year using general funds, and up to 2 additional requests using ward funds.. A recent amendment to Council Policy 10-5 requires these requests to go to the Streets, Bridges, Building and Development Committee for consideration before going to Council, and notice to be given to all citizens within 300 feet of the proposed speedbump 30 days prior to the committee hearing. As this request was made prior to the amendment to Council Policy 10-5, staff requests that the requirements of Policy 10-5 be waived. Staff advises that notice dated February 13, 2025 of today's council meeting was sent to citizens within 300 feet of the proposed speedbump.

EXHIBIT: Resolution No-25____, Neighborhood Traffic Calming Policy 10-5. Location map

KEY ISSUES: N/A

FUNDING SOURCE: Ward 4 Improvement Fund- Current Balance: \$30,832.02; Estimated Total Cost: \$7,122.00; Remaining Balance if Approved: \$23,710.02

STAFF RECOMMENDED COUNCIL ACTION: Waive the requirements of Council Policy 10-5 and consider adopting a resolution authorizing Traffic Control Measures with the installation of a modular Speed Table on NE Euclid Ave at or near the location of MacArthur Circle.

RESOLUTION NO. 25-__

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

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

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

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

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

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

1. Install a modular speed table on NE Euclid Ave at or near the location of NE MacArthur Cir.

PASSED and APPROVED by the Mayor and Council of the City of Lawton, Oklahoma, this day of , 2025

ATTEST:

DONALYNN BLAZEK-SCHERLER, CITY CLERK

STANLEY BOOKER, MAYOR

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

CITY ATTORNEY

Council Policy 10-5 NEIGHBORHOOD TRAFFIC CALMING PROCEDURES

DISTRIBUTION: Mayor and City Council
Public Works Department

SUBJECT: Neighborhood Traffic Calming Procedures

PURPOSE: Implement procedures to request and install traffic calming devices in neighborhoods

BACKGROUND: In August of 2020, a Neighborhood Traffic Calming Policy was adopted by resolution 2020-71 to standardize the procedures for traffic calming devices being installed across the city.

One of the most persistent and emotional complaints that the City of Lawton receives is speeding on residential streets. Each year, there are numerous requests received by City council members and other City administration and staff to “do something” on certain streets where residents have concerns about excessive traffic speeds and/or traffic volumes. Proper street design is essential in encouraging lower speeds, minimizing cut-through traffic, and maintaining the integrity of residential neighborhoods. This policy presents a program aimed at making existing residential streets safer and more livable. Historically, issues of speeding and cut-through traffic could only be addressed through educational efforts, beefed-up police enforcement, and the unwarranted use of regulatory signs; now, however, physical calming devices have been developed for use when education and enforcement endeavors have failed.

Traffic calming techniques were developed to reduce speeding problems and heavy flow on residential streets. By making some residential streets more “calm,” it makes the neighborhood more livable. Although “livable” in terms of a neighborhood does not have a precise definition, feeling safe and secure, interacting with neighbors, and experiencing a sense of home and community identification are certainly some of the characteristics. In essence, when citizens call to request a STOP sign to slow traffic on their street, they are requesting the City to make their street more livable.

Since each city street has an intended purpose related to moving traffic and serving the adjacent land use, it must be ensured that traffic management measures are compatible with those purposes. Because the installation of calming devices can result, directly or indirectly, in drivers shifting to use an adjacent street as their new route, this is appropriate only if that adjacent street is suitably classified and able to accommodate this traffic. Accordingly, while the majority of traffic management measures in the calming toolbox are appropriate for use on local streets and collectors, most measures, such as speed tables, are not appropriate on arterials.

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- To preserve and enhance pedestrian and bicycle access to neighborhood destinations;
- To encourage citizen involvement in neighborhood calming and, in the process, provide an opportunity for neighbors to interact and create a positive community atmosphere; and
- To make fair and efficient use of City resources in prioritizing projects to balance the needs of the neighborhood with that of the entire community.

POLICY/PROCEDURES:

1. **Submission:** All traffic calming requests are submitted to the Public Works Department for review and recommendations through their respective Ward Council Member.
 - Requests must include
 - i. A specific written description of the concern
 - ii. A map showing the location of the concerning area
2. **Review** – An initial non-exhaustive review of the request is performed by the Public Works Department to determine if it meets initial criteria. This review is performed to save costs and time on more detailed studies.
 - Traffic Calming Requests must not meet the following criteria
 - i. The same or similar request hasn't been rejected in the past 10 years
 - ii. Road is not planned for major work (rehabilitation, reconstruction) within the next 2 years
 - iii. Is not on a roadway with a speed limit of 40 MPH or higher (Arterial)
 - iv. Will not interfere with major public or emergency services

- v. No other traffic measures are in place that deem the request as highly unlikely to meet speed criteria
- 3. **Traffic Study** - a traffic study is conducted if no criteria above has been met, within 3 months of request.
 - 85% of vehicles over 8 MPH of posted speed limit for location
 - Average Daily Traffic (ADT) > 600 vehicles/day (vpd), but < 3000
- 4. **Recommendation** – The Public Works Department determines potential traffic calming solutions that would be effective in the affected area.
 - All potential solutions in the traffic calming toolkit, including:
 - i. Horizontal Deflections
 - ii. Vertical Deflections
 - iii. Street Width Reduction
 - iv. Routing Restrictions
- 5. **Approval/Disapproval Action** - Request with recommended solutions is brought to the Streets, Bridges, Building and Development Committee for final action by the Public Works Department
 - Notices will be sent to all citizens by the Public Works Department within 300 feet of the request notifying them of the date (30 days in advance) that the request will be meeting the committee, along with proposed recommendations
 - i. Written narrative submissions from affected citizens shall be allowed by the deadline to facilitate different work shifts, times, etc.
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 - i. All qualified (met Traffic Study Criteria) traffic calming measures are paid for by the Streets and Traffic Control Division, Maintenance and Repair budget
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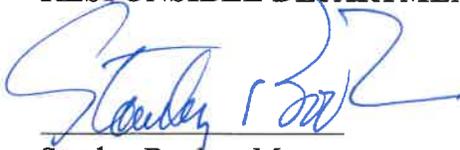
6. **Implementation** - If approved, the traffic calming measure is implemented
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7. **Removal** - Devices installed for the purpose of calming traffic in residential areas may be removed or significantly modified only when all the following criteria have been met:
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 - Funding, either from City or private residential sources, must be available to restore or modify the device.

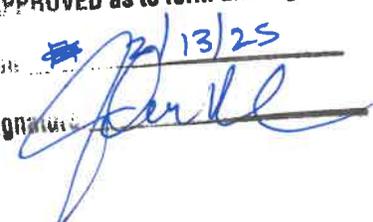
REFERENCES: None

EFFECTIVE DATE/

RECISION: This policy becomes effective 1 March 2025.

RESPONSIBLE DEPARTMENT: Public Works


Stanley Booker, Mayor

APPROVED as to form and legality
DATE: 2/13/25
Signature: 



City of Lawton

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

Commentary

File #: 25-0117

Agenda Date: 3/11/2025

Agenda No: 5.

ITEM TITLE:

Waive the requirements of Council Policy 10-5 and consider adopting a resolution authorizing Traffic Control Measures with the installation of a Speed Table on NE Euclid Ave at or near the location of Winfield Circle.

INITIATOR: George Gill, Ward 4 Council Member

STAFF INFORMATION SOURCE: Michael Watrous, Public Works Director

BACKGROUND: This request is for one speed table installation for Ward 4. Per City of Lawton Neighborhood Traffic Calming Policy 10-5, each Ward is allotted two speed table installations per year using general funds, and up to 2 additional requests using ward funds. A recent amendment to Council Policy 10-5 requires these requests to go to the Streets, Bridges, Building and Development Committee for consideration before going to Council, and notice to be given to all citizens within 300 feet of the proposed speedbump 30 days prior to the committee hearing. As this request was made prior to the amendment to Council Policy 10-5, staff requests that the requirements of Policy 10-5 be waived. Staff advises that notice dated February 13, 2025, of today's council meeting was sent to citizens within 300 feet of the proposed speedbump.

EXHIBIT: Resolution 25-___, Neighborhood Traffic Calming Policy 10-5. Location map

KEY ISSUES: N/A

FUNDING SOURCE: Ward 4 Improvement Fund- Current Balance: \$30,832.02; Estimated Total Cost: \$7,122.00; Remaining Balance if Approved: \$23,710.02

STAFF RECOMMENDED COUNCIL ACTION: Waive the requirements of Council Policy 10-5 and consider adopting a resolution authorizing Traffic Control Measures with the installation of a modular Speed Table on NE Euclid Ave at or near the location of NE Winfield Circle.

RESOLUTION NO. 25-__

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PASSED and APPROVED by the Mayor and Council of the City of Lawton, Oklahoma, this day of , 2025

ATTEST:

DONALYNN BLAZEK-SCHERLER, CITY CLERK

STANLEY BOOKER, MAYOR

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

CITY ATTORNEY

Council Policy 10-5 NEIGHBORHOOD TRAFFIC CALMING PROCEDURES

DISTRIBUTION: Mayor and City Council
Public Works Department

SUBJECT: Neighborhood Traffic Calming Procedures

PURPOSE: Implement procedures to request and install traffic calming devices in neighborhoods

BACKGROUND: In August of 2020, a Neighborhood Traffic Calming Policy was adopted by resolution 2020-71 to standardize the procedures for traffic calming devices being installed across the city.

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POLICY/PROCEDURES:

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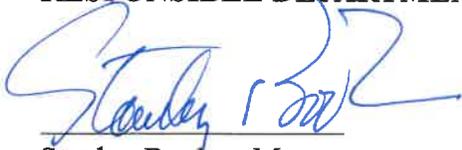
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 - Funding, either from City or private residential sources, must be available to restore or modify the device.

REFERENCES: None

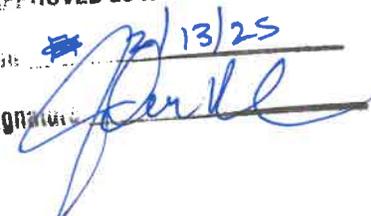
EFFECTIVE DATE/

REVISION: This policy becomes effective 1 March 2025.

RESPONSIBLE DEPARTMENT: Public Works


Stanley Booker, Mayor

APPROVED as to form and legality

DATE: 2/13/25
SIGNATURE: 



City of Lawton

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

Commentary

File #: 25-0153

Agenda Date: 3/11/2025

Agenda No: 6.

ITEM TITLE:

Consider accepting the Oklahoma Heritage Preservation grant of \$25,000.00 from the Oklahoma Historical Society to digitize local newspapers and authorizing the Mayor to sign the contract.

INITIATOR: Kristin E. Herr, Library Director

STAFF INFORMATION SOURCE: Kristin E. Herr, Library Director

BACKGROUND: The library has been awarded funds to digitize local newspapers which will be hosted on the Oklahoma Historical Society's Gateway to Oklahoma website. This is the 5th Oklahoma Heritage Preservation grant that the Library has received.

EXHIBIT: Contract

KEY ISSUES: n/a

FUNDING SOURCE: reimbursable grant with 10% (\$2,500.00) required. Upfront funding will come from transferring money from the library salaries (1003501-5000) and/or library book money (1003501-51004) lines to be transferred into professional services (1003501-52025). Once the reimbursement is received, funds will be transferred back. The 10% will come from Friends funds.

STAFF RECOMMENDED COUNCIL ACTION: Accept the Oklahoma Heritage Preservation grant of \$25,000.00 from the Oklahoma Historical Society to digitize local newspapers and authorize the Mayor to sign the contract.

Oklahoma Heritage Preservation Grant Contract

1. Basic Terms:

Date of Agreement: February 18, 2025

Grantee: Lawton Public Library

Project title: Microfilm Digitization

Grant amount: \$25,000

Grant period: February 18, 2025, to February 17, 2026

Special Conditions: N/A

2. Grant: The OHS has awarded a grant to Grantee for the purpose identified in the Grantee's Oklahoma Heritage Preservation Grant Program grant application and any special conditions added by the OHS (found in Basic Terms, if applicable) submitted to the OHS, subject to the terms and conditions set forth in this Agreement. In accepting this grant, Grantee agrees to use the grant funds solely for the purpose described in this Agreement.

3. Payment: The OHS will pay the amount of the grant to Grantee as follows:

(a) The Grantee will receive reimbursement for those allowable costs (see attached project budget– appendix A) properly incurred within the effective dates of the project.

(b) To receive reimbursement for allowable costs under the terms of the program, the Grantee shall submit itemized invoices and/or receipts and a completed report using the provided OHS form.

i. Reimbursements may be requested no more than every 30 days during the contract period

ii. Reimbursement requests must be made within 90 days of receipt of an invoice or payment made

(1) All invoices/receipts/expenses from February 2025 to June 30, 2025, must be submitted to the OHS no later than July 31, 2025. This is due to the OHS being on a July/June fiscal year.

iii. No reimbursement will be made for payments made by grantees in advance of work performed by a vendor (such as deposits)

(c) A matching ratio of at least ten (10) percent of the reimbursement requested must be demonstrated in each request for reimbursement. Until such time as the ten (10) percent cash match of grant funds has been documented and expended by the Grantee.

(d) The OHS will make no advance payments to the Grantee. Payment will be made based on work completed, services rendered, or purchases received.

(e) The final request for reimbursement must be received no later than thirty (30) days following the conclusion of the grant period.

(f) Final reimbursement will not be made until the completion of the final project report using the provided OHS format.

(g) The final 20 percent of grant reimbursement funds will be held by the OHS until the completion of the project and the final report approved by the grants administrator.

4. Funding Exclusion. The Grantee shall not be reimbursed for any of the following ineligible expenses: repair, maintenance, or expansion of facilities (unless explicitly requested in application and there are no special conditions excluding it in the Basic Terms of this Agreement, and that the expenses are directly related to collections, collections care, or exhibits); rent or mortgage payments; utilities or insurance; salaries, wages, or benefits for employees (unless explicitly requested in the application and there are no special conditions excluding it in the Basic Terms of this Agreement); creation of new monuments, sculptures, murals, or other works of art, unless it serves as an integral part of a larger exhibit; acquisition of real estate; landscaping or site work, unless it serves as an exhibit, an integral part of an exhibit or educational program; planning for new construction; projects to remodel or modernize building interiors unrelated to collections, collections care, or exhibit construction; indirect costs; food or drink (unless explicitly requested in the application and there are no special conditions excluding it in the Basic Terms of this Agreement); fundraising events; projects utilizing federal and/or State historic tax credits for the proposed project, historic preservation projects that are part of a federal undertaking, and no employee(s) of the OHS shall act as an individually paid third-party vendor for a project with an applicant organization that receives grant funds.

5. Program Monitoring and Evaluation. The OHS may monitor and conduct an evaluation of operations under this grant, which may include visits by representatives of the OHS to observe the Grantee's procedures and operations in connection with this grant and to discuss the grant with the Grantee. Grantees will be required to submit progress reports every quarter (or until the completion of a final report if the grant project is completed before one year) using the provided OHS format.

Progress report due dates:

June 13, 2025 - 1st quarter progress report due
September 12, 2025 - 2nd quarterly progress report due
December 12, 2025 - 3rd quarterly progress report due
March 19, 2026 - Final report due

6. Representations and Warranties. Grantee represents and warrants to, and covenants with, the OHS as follows:

- (a) Grantee confirms that it is a municipal government or entity within the state of Oklahoma. Grantee will inform the Grants Administrator at the OHS immediately of any change in its status.
- (b) All information that the Grantee submitted to the OHS relating to the grant, whether in the grant application, in documents submitted in support of the grant application, or otherwise (including all financial information, financial projections, descriptions of the proposed use of funds, project descriptions, available financing, and other information) is true and correct.
- (c) The Grantee accepts and agrees to comply with the Special Conditions, if any, included in the Basic Terms of this Agreement.

7. Funding. In the event that the State appropriated funds available for this grant are reduced or canceled, the parties agree that the amount of money shown in this Agreement may be reduced accordingly, or the Agreement may be canceled in its entirety upon written notification from the OHS.

8. Amendment Procedure. Grantee will immediately notify the OHS in writing of any proposed changes to the project that deviate from the project outline set forth in their application or any special conditions found under the Basic Terms of this Agreement. Any changes requested must receive written approval by the OHS in order to be considered for reimbursement. Grantee will also immediately notify the OHS if the proposed project for which the grant funds are intended is canceled, delayed, abandoned, or discontinued. Modifications to the project budget in excess of ten percent of any line item/spending category, will require prior approval in writing from OHS Executive Director. A contract extension may be granted by the OHS on a case-by-case basis and must be approved in writing.

9. Termination. The OHS may terminate this Agreement immediately upon notice to the Grantee if Grantee breaches any representation, warranty, covenant, or condition in this Agreement. If the OHS terminates this Agreement due to a breach by Grantee, the OHS may withhold any future reimbursement of the grant, may require the Grantee to repay any previously paid grant amounts, and may take such other action as the OHS may consider appropriate. If the Grants Administrator makes an initial determination that this Agreement must be terminated for cause (as opposed to termination due to reduction in appropriation), a notice will be sent to the Grantee with the reasons for such termination. The Grantee will have ten (10) calendar days to respond in writing, with any supporting documentation, as to why the contract should not be terminated. Final determination shall be made by the OHS Executive Director or his/her designee.

10. Repayment. If it is determined that the terms and conditions of this Agreement were not followed or that costs claimed are disallowed following an audit, the Grantee shall reimburse the OHS the amount of the disallowed costs.

11. Audit and Records Clause:

- (a) As used in this clause, "records" includes books, documents, accounting procedures and practices, and other data, regardless of type and regardless of whether such items are in written form, in the form of computer data, or in any other form. In accepting any contract with the State, the grantee agrees any pertinent State or Federal agency will have the right to examine and audit all records relevant to execution of the resultant contract.
- (b) The grantee is required to retain all records relative to this contract for the duration of the contract term and for a period of seven years following completion and/or termination of the contract. If an audit, litigation, or other action involving such records are started before the end of the seven year period, the records are required to be maintained for seven years from the date that all issues arising out of the action are resolved or until the end of the seven year retention period, whichever is later.

12. Acknowledgement of the Oklahoma Historical Society and Oklahoma Heritage Preservation Grant Program. Please include the following acknowledgment on all materials related to, advertising, or directly funded by the Oklahoma Heritage Preservation Grant

Program: "Oklahoma Heritage Preservation Grants are provided by Oklahoma Historical Society."

13. Severability. The invalidity or unenforceability of any provision of this Agreement will not affect the validity or enforceability of any other provisions.

14. Governing Law. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Oklahoma.

15. Choice of Forum. Any litigation related to this grant shall be exclusively in the district Court of Oklahoma County and appeals in the appellate courts of Oklahoma.

16. Entire Agreement. This Agreement constitutes the entire understanding and Agreement of the parties with respect to its subject matter and cannot be changed or modified except by another agreement in writing signed by the parties.

Trait Thompson, Executive Director
Name and Title of OHS Authorized Representative

Stan Booker, Mayor
Name and Title of Authorized Representative

Signature of Oklahoma Historical Society Executive Director

Signature of Authorized Representative

Date Signed

Date Signed



Lawton Public Library
lawtonok.gov/departments/Library

Microfilm Conversion Budget

Revenue	
Oklahoma Heritage Preservation Grant	\$25,000.00
Matching 10%	\$2,600.00
Total Revenue	\$27,600.00
Expected Expenses	
Microfilm Digitization	\$27,600.00
Total Expenses	\$27,600.00

Purchasing Policy

Please note, the Lawton Public Library follows the City of Lawton Purchasing Policy. All technology items are approved by the Information Technology Department and Finance Department. Vendor will complete all conversion work.

Scope

This will allow 184 rolls to be digitized.



City of Lawton

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

Commentary

File #: 25-0080

Agenda Date: 3/11/2025

Agenda No: 7.

ITEM TITLE:

Consider approving the proposal from Tec-An Inc. under the state's Indefinite Delivery Indefinite Quantity (IDIQ) Program, state Master Services Agreement MA-0221, for professional services related to asbestos abatement; said services in the amount of \$177,350.00 to be used in connection with City Project EN2108P1 McMahon Auditorium Addition and Renovation-Phase I and will be funded from the Engineering Dept. Professional Services account.

INITIATOR: Mike Jones, Interim Director of Engineering

STAFF INFORMATION SOURCE: Mike Jones, Interim Director of Engineering

BACKGROUND: It has been recently discovered that additional asbestos abatement is required in the main lobby area of the Auditorium. Abatement of the asbestos will require replacement of the whole ceiling.

Staff recommends using the state's Indefinite Delivery Indefinite Quantity (IDIQ) Program, state Master Services Agreement MA-0221 administered by Oklahoma State Office of Management & Enterprise Services to hire a firm [Tec-An, Inc.] to abate the asbestos at McMahon Auditorium. The quote for the additional asbestos abatement work is \$177,350.00. Staff is proposing to use Engineering Professional Services Account to cover this cost.

If Council approves the asbestos abatement, the next step would be to replace the ceiling. Staff has requested the CMAR on the project, CDBL, to provide a quote for the ceiling replacement. This quote is being developed and the cost of this will be presented at the council meeting. Staff anticipates presenting a change order for the ceiling replacement to council at the subsequent council meeting.

EXHIBIT: McMahon Auditorium Abatement Proposal/Quote; Master Services Agreement MA-0221

KEY ISSUES: N/A

FUNDING SOURCE: Account 1006001-52025 Engineering Department Professional Services Account

STAFF RECOMMENDED COUNCIL ACTION: Approve the proposal from Tec-An Inc. under the state's Indefinite Delivery Indefinite Quantity (IDIQ) Program, state Master Services Agreement MA-0221, for professional services related to asbestos abatement; said services in the amount of \$177,350.00 to be used in connection with City Project EN2108P1 McMahon Auditorium Addition and Renovation-Phase I and will be funded from the Engineering Dept. Professional Services account.



February 7, 2025
 City of Lawton
 212 SW 9th
 Lawton, OK
 Re: Asbestos Removal McMahon Auditorium Lobby

The following is a cost to provide asbestos abatement services for the City of Lawton. The abatement will take place within the lobby of the McMahon Memorial Auditorium located at 801 North Ferris Lawton, OK. The work scope as Tec-An, Inc understands is as follows

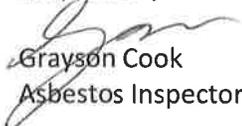
1. Establish a Department of Labor Approved project design outlining the methods of abatement.
2. Establish a controlled work area according to the project design.
3. Remove and dispose of the plaster ceilings found within the 1st and 2nd floor lobby (approximately 5,400 ft2) . The sheetrock ceiling covering the plaster ceiling will be removed as part of this abatement.
4. Provide scaffolding to access the 2nd floor lobby ceiling. This scaffolding cost will only cover the use for the abatement of the ceiling. All scaffolding needs for the remainder of the project will be the responsibility of others
5. Provide air monitoring according to the project design.

Tec-an, Inc. can complete the project as stated above for the following costs

1. Labor (\$55.25/man hour)	\$106,450.00
2. Equipment(\$475/day)	\$ 11,400.00
3. Scaffolding	\$ 18,500.00
4. Air Monitoring (\$800/day)	\$ 15,200.00
5. Materials	\$ 14,550.00
6. Disposal(\$125/y3)	\$ 11,250.00
7. Total	\$177,350.00

The owner shall supply access to power and water at no cost to Tec-An, Inc. All movable items in the work area shall be moved and stored by others. Only authorized personnel will be allowed within the work area during removal. This project is estimated to take approximately 7-8 work weeks.

Respectfully


 Grayson Cook
 Asbestos Inspector & Estimator

 Signature of Acceptance Date

 Print Name Title

Managing and Removing Environmental Hazards in the Present for a Safer Future



The responsibilities of the Consultant described in OMES CAP Form A201, *General Conditions of the Contract for Construction*, are included as part of this contract.

AGREEMENT – Legal consequences apply. Consult your attorney to complete.

Date 05/13/24	Between the Owner: State of Oklahoma OMES CAM CAP P.O. Box 53448 Oklahoma City, OK 73152-3448	On behalf of the Using Agency: Various Agencies.
cap@omes.ok.gov		

And the Consultant:

Company name TEC-AN, Inc.	Email info@tec-an.com
Address 2517 Purdue Dr., OKC, OK. 73128	Phone (405) 681-7076

PROJECT

Master Agreement number MA-0221	Project name N/A
Purchase order number N/A	Location address Statewide Locations

CONTRACT ARTICLES

In consideration of the mutual covenants and obligations contained herein, the Owner, Using Agency and Consultant agree as set forth herein.

Article 1: General Requirements.

- 1.1 The Consultant, in consideration of the benefits accruing to said parties hereunder, hereby promises, agrees and obligates themselves to perform [Select] consulting services as set forth in Article 2 or as requested by the Owner.
- 1.2 **Comply with governmental regulations.** The Consultant agrees to conform all professional services with the rules, laws and regulations of government agencies having jurisdiction over the project and when the Owner advises Consultant that grants-in-aid are sought, then to conform such services to the rules, regulations and guidelines mandated by the granting authority for valid application to receive such grants-in-aid. The Consultant further agrees to comply with any special provisions that may be applicable to an individual work order, when so advised by Owner.
- 1.3 **Audits and records clause.** As used in this clause, "records" includes books, documents, accounting procedures and practices, and other data, regardless of type and regardless of whether such items are in written form, in the form of computer data, or in any other form. In accepting any contract with the state, the Consultant agrees any State or Federal agency will have the right to examine and audit all records relevant to execution and performance of the resultant contract, including but not limited to all documents related to hiring and use of subcontractors. The Consultant is required to retain all records relative to this contract for the duration of the contract term and for a period of three years following completion and/or termination of the contract. If an audit, assessment, litigation, or other action involving such records, are started before the end of the three-year period, the records are required to be maintained for three years from the date that all issues arising out of the action are resolved or until the end of the three-year retention period, whichever is later.

1.4 Ownership of construction documents and/or other instruments of service. All original plans, studies, surveys, estimates, reports, photos, specifications, models and as-built drawings shall be the property of the State of Oklahoma and shall be delivered or electronically transmitted to the Owner at the address listed above. Any State department, Board, Commission, Institution or Using Agency shall have access to the use of any construction documents filed with the Owner. It is agreed that, except for the operation and maintenance of the specific, intended project, the Consultant's instruments of service are not prepared for or intended for any reuse.

1.5 The Consultant is considered to be acting as the Owner's Representative and shall, at any and all times, act in the best interest of the Owner, provide the Owner the benefit of all their professional knowledge and advice pertaining to said work, and exercise the highest level of professional standards of care when performing the work.

Article 2: Scope of Services.

2.1 The Consultant is to provide services under the following value-added programs service:

- Architect and Engineer Consulting services
- Construction Inspection
- Real Estate Appraiser services
- Geotechnical and Materials Testing
- Environmental Consulting services
- Environmental Abatement services
- Land Surveying
- Other _____

2.2 The Consultant hereby agrees to provide professional consulting services on a project-by-project basis as assigned by Owner. A specific scope of services shall be developed for each separate project assignment. Services may include the following:

2.2.1 Preliminary investigations, surveys, studies, reports, cost estimates, drawings, testing or other consulting services necessary for the Owner to make informed decisions concerning the project.

2.2.2 Prepare and review with Owner preliminary, schematic design or design development documents.

2.2.3 Prepare and review with the Owner construction documents and technical and special specifications as required for bidding, award, and completion of a construction contract. Ensures that such construction documents are in compliance with the applicable state and federal laws and specified procurement requirements.

2.2.4 Prepare bid forms, review bids, and provide recommendations to Owner.

2.2.5 Provide construction administration for the project, issue certificates of payments, provide construction observation, review, and approve shop drawings and other construction phase services requested for the project.

2.2.6 Provides related professional services as may be requested by the Owner.

2.2.7 Provides an adequate number of site visits throughout the lifecycle of the project until substantial completion of the project is achieved.

2.2.8 Provides Owner with one full-size set of original reproducible documents and one copy of said documents on electronic media, or as otherwise stated in the agreed scope of services for the project.

2.2.9 Prescribe the testing of all materials or combination of materials whenever or wherever necessary to determine whether the prescribed specifications are being complied with.

2.3 All plans, specifications and addenda, when relevant, shall be distributed for bids by the Owner.

Article 3: Contract Time, Professional Fees and Work Orders.

3.1 This contract period shall coincide with the Owner's fiscal year beginning no sooner than July 1, 2024 or the agreement date shown above, and terminate on June 30, 2025. At the Owner's option, by written Amendment to Professional Services, the contract may be extended for 2 additional one-year periods coinciding with the Owner's fiscal year.

3.2 **Compensation.** The clause with an "X" shall be the valid supplemental 3.2 clause:

- Compensation to the Consultant for work from an on-call program service shall not exceed \$100,000 per fiscal year, pursuant to state law.
- Compensation to the Consultant for work on an IDIQ program service shall be as identified in each individual work order and payable monthly based on work completed the previous month. The total contract sum shall not exceed \$250,000.00 for consulting services per project and \$2.5 million estimated construction cost, pursuant to state law.

3.3 Upon written request by Owner for a proposal, Consultant shall take the necessary steps to evaluate the work required and prepare a project-specific scope of services and fee proposal, to include all associated costs and expenses. No work shall be performed by Consultant until receipt of a written work order from Owner. Neither the award of this contract, or a request for proposal, guarantees that the Consultant will receive a work order.

3.4 All invoices must be submitted on the **OMES CAP Form G129, Owner's Representative (Consultant) Invoice**.

Failure to submit invoices on the proper forms will delay payment. Letterhead invoices will not be accepted and should not accompany OMES CAP forms unless specifically requested by Owner. The form is available on the Owner's website at oklahoma.gov/omes/divisions/capital-assets-management/construction-and-properties/forms.

Article 4: Insurance.

4.1 Prior to performing any work, the Consultant shall provide proof of insurance in the following minimum amounts:

- 4.1.1 Professional liability insurance of not less than \$1,000,000 or \$2,000,000, whichever is greater, per occurrence.
- 4.1.2 General liability insurance of not less than \$1,000,000 per occurrence.
- 4.1.3 Property damage insurance of not less than \$100,000 per occurrence.
- 4.1.4 Automobile insurance of not less than \$1,000,000 per occurrence.
- 4.1.5 Workers' compensation insurance with statutory limits or **OMES CAP Form D312, Statement of Exemption from Workers' Compensation Act**, if exempt.
- 4.1.6 The Owner retains the right to require higher amounts when the Owner determines it is necessary for a specific project assignment.

Article 5: Termination of Agreement.

5.1 The Owner may terminate this contract at any time by a notice in writing to the Consultant. Upon receipt of such notice, the Consultant shall, unless the notice directs otherwise, immediately discontinue all services and work and the placing of all orders or the entering into contracts for supplies, assistance, facilities and materials in connection with the performance of this contract and shall proceed to cancel promptly all existing

orders to this contract. If the contract is terminated due to the fault of the Consultant, no further payments on account of the fee will thereafter be made. If the contract is terminated due to no fault of the Consultant, the Consultant will be paid the proportion of the prescribed fee covering the work actually performed under this contract, less such payments as have previously been made and less any amount due the Owner by reason of any prior default of the Consultant.

- 5.2** The Consultant may terminate this contract in writing in the event of substantial failure by the Owner to fulfill its obligations under this contract through no fault of the terminating party, provided that no termination may be effected unless the Owner is given: (1) not less than thirty (30) calendar days written notice (delivered by certified mail, return receipt requested) of intent to terminate, and (2) an opportunity for consultation with the terminating party prior to termination.

Article 6: Miscellaneous Provisions.

- 6.1** The Consultant shall have no responsibility for the discovery, identification, handling, removal, disposal or exposure of persons to hazardous materials, including without limitation, asbestos, asbestos products, polychlorinated biphenyl (PCB) or other toxic substances, unless specifically required by the agreed scope of services. The Consultant shall notify the Owner if the presence of hazardous materials is suspected.

- 6.2 Oklahoma Taxpayer and Citizen Protection Act of 2007.** The contractor certifies that it and all proposed subcontractors, whether known or unknown at the time this contract is executed or awarded, are in compliance with 25 O.S. § 1313 and participate in the Status Verification System. The Status Verification System is defined in 25 O.S. § 1312 and includes but is not limited to the free Employee Verification Program (E-Verify) available at e-verify.gov.

- 6.3 Oklahoma Governor's Executive Order 2012-01.** Per the Oklahoma Governor's Executive Order 2012-01, effective July 1, 2012, the use of any tobacco product shall be prohibited on any and all properties owned, leased or contracted for use by the State of Oklahoma, including but not limited to all buildings, land and vehicles owned, leased or contracted for use by agencies or instrumentalities of the State of Oklahoma.

6.4 It is further understood and agreed that:

6.4.1 None of the parties hereto shall assign, sublet or transfer any interest in this contract without the written consent of the other party.

6.4.2 The Consultant shall not have authority to approve any change in plans, specifications or designs without the written consent of the Owner.

6.4.3 The parties hereto each bind themselves, their partners, successors, executors, administrators and assigns in respect to all covenants of this agreement.

This agreement is entered into as of the date first written on Page 1.

OWNER SIGNATURE

State Of Oklahoma
OMES CAM CAP

Owner name
Nathan Wald

Owner title
CAM Administrator

Owner signature
Nathan Wald CAM Administrator

Date
Jul 15, 2024

USING AGENCY SIGNATURE

The Using Agency certifies that funds are available and dedicated to the completion of the contract sums stated in this contract. The Using Agency agrees to pay all project related costs including but not limited to work related to unknown site conditions, remediation of discovered environmental conditions, legal expenses, judgments and any reasonable project-related expense.

The undersigned Using Agency hereby attests that any required terms and conditions based on a Federal Award applicable to this Agreement shall be provided to the Consultant and Owner.

Authorized representative name

Authorized representative title

Authorized representative signature

Date

N/A

CONSULTANT SIGNATURE

Non-Collusion Statement

The authorized representative for the Consultant, of lawful age, solemnly swears or affirms, under penalty of perjury, that they are the duly authorized agent of the company indicated herein under the contract, which is attached to this statement, for the purpose of certifying the facts pertaining to the giving of things of value to government personnel in order to procure said contract.

They are fully aware of the facts and circumstances surrounding the making of the contract to which this statement is attached and has been personally and directly involved in the proceedings leading to the procurement of said contract.

Neither the company nor anyone subject to the company's direction or control has paid, given or donated or agreed to pay, give or donate to any office or employee of the State of Oklahoma any money or other thing of value, either directly or indirectly, in procuring the contract to which this statement is attached.

Authorized representative name

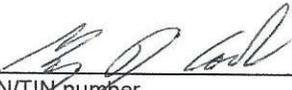
Authorized representative title

Gary J. Cook

President

Authorized representative signature

Date



5/13/2024

EIN/TIN number

73-1319878

EXHIBITS/ATTACHMENTS (LIST ALL THAT APPLY)

1. _____
2. _____
3. _____
4. _____

B150-IDIQ Master Agreement_TECAN

Final Audit Report

2024-07-15

Created:	2024-07-15
By:	Matthew Pennington (matthew.pennington@omes.ok.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAA6a99LnWV_3FjkJ3afhQ1Wv7A1jxYmWg

"B150-IDIQ Master Agreement_TECAN" History

-  Document created by Matthew Pennington (matthew.pennington@omes.ok.gov)
2024-07-15 - 3:47:18 PM GMT
-  Document emailed to Nathan Wald (nathan.wald@omes.ok.gov) for signature
2024-07-15 - 3:48:35 PM GMT
-  Document e-signed by Nathan Wald (nathan.wald@omes.ok.gov)
Signature Date: 2024-07-15 - 7:40:45 PM GMT - Time Source: server
-  Agreement completed.
2024-07-15 - 7:40:45 PM GMT



City of Lawton

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

Commentary

File #: 24-2192

Agenda Date: 3/11/2025

Agenda No: 8.

ITEM TITLE:

Consider and take action in awarding a contract in the amount of \$3,554,617.05 to Stampede Utility Construction, LLC, for the construction of Map 46 Water Line Replacement Project PU2409 to rehabilitate high maintenance waterlines.

INITIATOR: Rusty Whisenhunt, Public Utilities Director

STAFF INFORMATION SOURCE: Rusty Whisenhunt, Public Utilities Director

BACKGROUND: On March 28, 2023, City Council was given a presentation on Public Utilities’ Water and Wastewater system conditions and a plan of improvements with a means of funding the improvements. On June 27, 2023, City Council approved the Master Service Agreement with Garver, LLC. On October 10, 2023, City Council approved Amendment No. 2 to the MSA which includes scope of services and fee for services defined in Work Package # 2. Work package #2 includes design and bidding services as well as project management, kickoff, and coordination for water line rehabilitation and replacement services on Maps 46, 53, and 58. Estimated footage of waterline to be replaced is 35,000 ft. Map 46 includes the area east of NE 45th St. to NE 60th St., south of Gore Blvd to Lee Blvd. City Council approved the plans and specifications and authorized advertisement on October 8, 2024.

The project advertised in the local newspaper on October 9, 2024 and October 16, 2024. A non-mandatory pre-bid conference was held on Friday, October 25th, 2024, at 2:00 pm in the Public Utilities Conference Room. A Bid open was publicly held at City Hall on November 19th, 2024, at 2 pm. A total of six (6) bids were received.



BID TAB							
	Engineer's Estimate	STAMPEDE	SCOTT WAMPLER CONSTRUCTION	TIMCO	EVANS	SWWW	CIMARRON
Total Base Bid	\$4,454,787.40	\$3,554,617.05	\$3,897,042.00	\$4,467,353.00	\$5,056,439.07	\$5,151,925.00*	\$6,200,000.00
Proposed NTP/Additional Time		1/6/2025	2/1/2025	60 days	Immediate	2/3/2025	5/1/2024**

After reviewing the bid documents, it is recommended to award the project to Stampede Utility Construction, LLC, who submitted the lowest responsive and responsible bid for the project. Garver, LLC, recommends awarding the contract to Stampede Utility Construction, LLC in the amount of \$3,554,617.05 for the construction of Map 46 Water Line Replacement Project PU2409.

This project benefits the citizen by preventing outage and providing safe drinking water with efficiency in accordance with the True North Statement.

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

KEY ISSUES: Does City Council wish to award contract in the amount of \$3,554,617.05 to Stampede Utility

Construction, LLC, for the construction of Map 46 Water Line Replacement Project PU2409 to rehabilitate high maintenance waterlines?

FUNDING SOURCE: DWSRF \$21mil Loan ORF-24-0009-DW: \$21,000,000.00 (total amount of loan available) - \$3,554,617.05 (cost of this project) = 17,445,382.92 (remaining amount to be assigned for future projects)

STAFF RECOMMENDED COUNCIL ACTION: Award contract in the amount of \$3,554,617.05 to Stampede Utility Construction, LLC, for the construction of Map 46 Water Line Replacement Project PU2409 to rehabilitate high maintenance waterlines.



750 SW 24th St.
Suite 200
Moore, OK 73160

TEL 405.329.2555
FAX 405.329.3555

www.GarverUSA.com

November 25, 2024

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

Re: PU2409 – Map 46 Water Line Replacement Project
Recommendation of Award

Dear Mr. Whisenhunt:

Bids were received for the PU2409 – Map 46 Water Line Replacement Project at the Office of the City Clerk at City Hall, 212 SW 9th Street Lawton, OK 73501 on Tuesday November 19, 2024. The bids have been checked for accuracy and for compliance with the contract documents.

A total of six (6) bids were received on the project. Stampede Utility Construction submitted the low bid for the project in the amount of \$3,554,617.05. The Engineer's Opinion of Probable Cost was \$4,454,787.40.

A check of the bid documents indicated no issues with the documentation received. A review of their current and past projects shows that Stampede Utility Construction has adequate experience in water line projects across the United States.

The Base Bid results in a final contract price of **three million five hundred fifty-four thousand six hundred seventeen dollars and five cents (\$3,554,617.05)**. If the project is awarded to Stampede Utility Construction. Garver believes that the bid submitted by Stampede Utility Construction 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 Map 46 Water Line Replacement Project will be awarded to Stampede Utility Construction.

Please call me if you have any questions.

Sincerely,

GARVER, LLC

Bryce Callies, P.E.
Water Resources Team Leader



City of
Lawton[®]

Map 46 Waterline Replacement - PU2409
Tuesday, November 19th, 2024

BID TAB

	Engineer's Estimate	STAMPEDE	SCOTT WAMPLER CONSTRUCTION	TIMCO	EVANS	SWWW	CIMARRON
Total Base Bid	\$4,454,787.40	\$3,554,617.05	\$3,897,042.00	\$4,467,353.00	\$5,056,439.07	\$5,151,925.00*	\$6,200,000.00
Proposed NTP/Additional Time		1/6/2025	2/1/2025	60 days	Immediate	2/3/2025	5/1/2024**



BID OPENING DATE: Tuesday, November 19, 2024

PROJECT: Map 46 Waterlines PU2409

Itemized Bid Tabulations																							
Engineer's Estimate					STAMPEDE					SCOTT WAMBLER					TIMCO								
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	\$236,332.75	\$ 236,332.75	1	1	LS	MOBILIZATION	\$169,276.05	\$ 169,276.05	1	1	LS	MOBILIZATION	\$250,000.00	\$ 250,000.00						
2	1	LS	DE-MOBILIZATION	\$141,799.65	\$ 141,799.65	2	1	LS	DE-MOBILIZATION	\$100,000.00	\$ 100,000.00	2	1	LS	DE-MOBILIZATION	\$30,000.00	\$ 30,000.00						
3	9,633	LF	8" C900 PVC DR18 WATER LINE PIPE	\$130.00	\$ 1,252,290.00	3	9,633	LF	8" C900 PVC DR18 WATER LINE PIPE	\$65.00	\$ 626,145.00	3	9,633	LF	8" C900 PVC DR18 WATER LINE PIPE	\$110.00	\$ 1,059,630.00						
4	300	LF	6" C900 PVC DR18 WATER LINE PIPE	\$100.00	\$ 30,000.00	4	300	LF	6" C900 PVC DR18 WATER LINE PIPE	\$50.00	\$ 15,000.00	4	300	LF	6" C900 PVC DR18 WATER LINE PIPE	\$70.00	\$ 21,000.00						
5	6,071	LBS	DUCTILE IRON FITTINGS (AWWA C153)	\$15.00	\$ 91,065.00	5	6,071	LBS	DUCTILE IRON FITTINGS (AWWA C153)	\$11.00	\$ 66,781.00	5	6,071	LBS	DUCTILE IRON FITTINGS (AWWA C153)	\$12.00	\$ 72,852.00						
6	300	LBS	DUCTILE IRON FITTINGS (AWWA C153) ALLOWANCE	\$15.00	\$ 4,500.00	6	300	LBS	DUCTILE IRON FITTINGS (AWWA C153) ALLOWANCE	\$11.00	\$ 3,300.00	6	300	LBS	DUCTILE IRON FITTINGS (AWWA C153) ALLOWANCE	\$12.00	\$ 3,600.00						
7	5	EA	6" RESTRAINING GLANDS ALLOWANCE	\$175.00	\$ 875.00	7	5	EA	6" RESTRAINING GLANDS ALLOWANCE	\$150.00	\$ 750.00	7	5	EA	6" RESTRAINING GLANDS ALLOWANCE	\$150.00	\$ 750.00						
8	10	EA	8" RESTRAINING GLANDS ALLOWANCE	\$200.00	\$ 2,000.00	8	10	EA	8" RESTRAINING GLANDS ALLOWANCE	\$170.00	\$ 1,700.00	8	10	EA	8" RESTRAINING GLANDS ALLOWANCE	\$250.00	\$ 2,500.00						
9	1	EA	6" GATE VALVE AWWA 509	\$3,500.00	\$ 3,500.00	9	1	EA	6" GATE VALVE AWWA 509	\$3,500.00	\$ 3,500.00	9	1	EA	6" GATE VALVE AWWA 509	\$2,000.00	\$ 2,000.00						
10	61	EA	8" GATE VALVE AWWA 509	\$4,000.00	\$ 244,000.00	10	61	EA	8" GATE VALVE AWWA 509	\$4,000.00	\$ 244,000.00	10	61	EA	8" GATE VALVE AWWA 509	\$4,850.00	\$ 295,850.00						
11	10	EA	8" GATE VALVE AWWA 509 ALLOWANCE	\$4,000.00	\$ 40,000.00	11	10	EA	8" GATE VALVE AWWA 509 ALLOWANCE	\$3,800.00	\$ 38,000.00	11	10	EA	8" GATE VALVE AWWA 509 ALLOWANCE	\$3,600.00	\$ 36,000.00						
12	35	EA	FIRE HYDRANT ASSEMBLY REPLACEMENT	\$9,000.00	\$ 315,000.00	12	35	EA	FIRE HYDRANT ASSEMBLY REPLACEMENT	\$8,000.00	\$ 280,000.00	12	35	EA	FIRE HYDRANT ASSEMBLY REPLACEMENT	\$10,500.00	\$ 367,500.00						
13	10	EA	FIRE HYDRANT ASSEMBLY REPLACEMENT ALLOWANCE	\$9,000.00	\$ 90,000.00	13	10	EA	FIRE HYDRANT ASSEMBLY REPLACEMENT ALLOWANCE	\$8,000.00	\$ 80,000.00	13	10	EA	FIRE HYDRANT ASSEMBLY REPLACEMENT ALLOWANCE	\$7,500.00	\$ 75,000.00						
14	1	EA	1" AUTOFLUSH VALVE	\$5,000.00	\$ 5,000.00	14	1	EA	1" AUTOFLUSH VALVE	\$6,000.00	\$ 6,000.00	14	1	EA	1" AUTOFLUSH VALVE	\$1,250.00	\$ 1,250.00						
15	118	EA	POTHOLE CITY AND PRIVATE SERVICE ALLOWANCE	\$500.00	\$ 59,000.00	15	118	EA	POTHOLE CITY AND PRIVATE SERVICE ALLOWANCE	\$230.00	\$ 27,140.00	15	118	EA	POTHOLE CITY AND PRIVATE SERVICE ALLOWANCE	\$450.00	\$ 53,100.00						
16	118	EA	1" SERVICE INSTALLATION SHORT	\$1,500.00	\$ 177,000.00	16	118	EA	1" SERVICE INSTALLATION SHORT	\$1,000.00	\$ 118,000.00	16	118	EA	1" SERVICE INSTALLATION SHORT	\$2,100.00	\$ 247,800.00						
17	104	EA	1" SERVICE INSTALLATION LONG	\$2,500.00	\$ 260,000.00	17	104	EA	1" SERVICE INSTALLATION LONG	\$1,200.00	\$ 124,800.00	17	104	EA	1" SERVICE INSTALLATION LONG	\$2,800.00	\$ 291,200.00						
18	10	EA	1" SERVICE INSTALLATION SHORT ALLOWANCE	\$1,500.00	\$ 15,000.00	18	10	EA	1" SERVICE INSTALLATION SHORT ALLOWANCE	\$1,000.00	\$ 10,000.00	18	10	EA	1" SERVICE INSTALLATION SHORT ALLOWANCE	\$1,500.00	\$ 15,000.00						
19	10	EA	1" SERVICE INSTALLATION LONG ALLOWANCE	\$2,500.00	\$ 25,000.00	19	10	EA	1" SERVICE INSTALLATION LONG ALLOWANCE	\$1,200.00	\$ 12,000.00	19	10	EA	1" SERVICE INSTALLATION LONG ALLOWANCE	\$1,800.00	\$ 18,000.00						
20	4,956	SY	DRIVEWAY REPAIR (CONCRETE)	\$175.00	\$ 867,300.00	20	4,956	SY	DRIVEWAY REPAIR (CONCRETE)	\$200.00	\$ 991,200.00	20	4,956	SY	DRIVEWAY REPAIR (CONCRETE)	\$100.00	\$ 495,600.00						
21	230	SY	DRIVEWAY REPAIR (CONCRETE) ALLOWANCE	\$175.00	\$ 40,250.00	21	230	SY	DRIVEWAY REPAIR (CONCRETE) ALLOWANCE	\$200.00	\$ 46,000.00	21	230	SY	DRIVEWAY REPAIR (CONCRETE) ALLOWANCE	\$90.00	\$ 20,700.00						
22	9	SY	SIDEWALK INSTALLATION/ REPLACEMENT	\$150.00	\$ 1,350.00	22	9	SY	SIDEWALK INSTALLATION/ REPLACEMENT	\$100.00	\$ 900.00	22	9	SY	SIDEWALK INSTALLATION/ REPLACEMENT	\$90.00	\$ 810.00						
23	203	SY	STREET REPAIR (CONCRETE)	\$200.00	\$ 40,600.00	23	203	SY	STREET REPAIR (CONCRETE)	\$200.00	\$ 40,600.00	23	203	SY	STREET REPAIR (CONCRETE)	\$250.00	\$ 50,750.00						
24	150	SY	STREET REPAIR (CONCRETE) ALLOWANCE	\$200.00	\$ 30,000.00	24	150	SY	STREET REPAIR (CONCRETE) ALLOWANCE	\$180.00	\$ 27,000.00	24	150	SY	STREET REPAIR (CONCRETE) ALLOWANCE	\$250.00	\$ 37,500.00						
25	431	SY	STREET REPAIR (ASPHALT)	\$175.00	\$ 75,425.00	25	431	SY	STREET REPAIR (ASPHALT)	\$200.00	\$ 86,200.00	25	431	SY	STREET REPAIR (ASPHALT)	\$150.00	\$ 64,650.00						
26	170	SY	STREET REPAIR (ASPHALT) ALLOWANCE	\$200.00	\$ 34,000.00	26	170	SY	STREET REPAIR (ASPHALT) ALLOWANCE	\$120.00	\$ 20,400.00	26	170	SY	STREET REPAIR (ASPHALT) ALLOWANCE	\$150.00	\$ 25,500.00						
27	300	LF	REMOVE AND REPLACE CONCRETE CURB AND GUTTER	\$80.00	\$ 24,000.00	27	300	LF	REMOVE AND REPLACE CONCRETE CURB AND GUTTER	\$170.00	\$ 51,000.00	27	300	LF	REMOVE AND REPLACE CONCRETE CURB AND GUTTER	\$60.00	\$ 18,000.00						
28	150	LF	REMOVE AND REPLACE CONCRETE CURB AND GUTTER ALLOWANCE	\$80.00	\$ 12,000.00	28	150	LF	REMOVE AND REPLACE CONCRETE CURB AND GUTTER ALLOWANCE	\$125.00	\$ 18,750.00	28	150	LF	REMOVE AND REPLACE CONCRETE CURB AND GUTTER ALLOWANCE	\$60.00	\$ 9,000.00						
29	50	LF	FENCE REPAIR ALLOWANCE	\$50.00	\$ 2,500.00	29	50	LF	FENCE REPAIR ALLOWANCE	\$65.00	\$ 3,250.00	29	50	LF	FENCE REPAIR ALLOWANCE	\$50.00	\$ 2,500.00						
30	50	CY	AGGREGATE BACKFILL ALLOWANCE	\$50.00	\$ 2,500.00	30	50	CY	AGGREGATE BACKFILL ALLOWANCE	\$120.00	\$ 6,000.00	30	50	CY	AGGREGATE BACKFILL ALLOWANCE	\$80.00	\$ 4,000.00						
31	50	CY	UNCLASSIFIED EXCAVATION ALLOWANCE	\$60.00	\$ 3,000.00	31	50	CY	UNCLASSIFIED EXCAVATION ALLOWANCE	\$125.00	\$ 6,250.00	31	50	CY	UNCLASSIFIED EXCAVATION ALLOWANCE	\$30.00	\$ 1,500.00						
32	1	LS	SITE RESTORATION & CLEANUP	\$30,000.00	\$ 30,000.00	32	1	LS	SITE RESTORATION & CLEANUP	\$50,000.00	\$ 50,000.00	32	1	LS	SITE RESTORATION & CLEANUP	\$30,000.00	\$ 30,000.00						
33	1,950	SY	GRASSING (SOLID SLAB SOD)	\$10.00	\$ 19,500.00	33	1,950	SY	GRASSING (SOLID SLAB SOD)	\$6.50	\$ 12,675.00	33	1,950	SY	GRASSING (SOLID SLAB SOD)	\$10.00	\$ 19,500.00						
34	1	EA	WORK CHANGE DIRECTIVE ALLOWANCE	\$250,000.00	\$ 250,000.00	34	1	EA	WORK CHANGE DIRECTIVE ALLOWANCE	\$250,000.00	\$ 250,000.00	34	1	EA	WORK CHANGE DIRECTIVE ALLOWANCE	\$250,000.00	\$ 250,000.00						
35	300	LF	8" SANITARY SEWER PIPE (AS APPROVED BY CITY PRIOR TO INSTALLATION)	\$100.00	\$ 30,000.00	35	300	LF	8" SANITARY SEWER PIPE (AS APPROVED BY CITY PRIOR TO INSTALLATION)	\$60.00	\$ 18,000.00	35	300	LF	8" SANITARY SEWER PIPE (AS APPROVED BY CITY PRIOR TO INSTALLATION)	\$80.00	\$ 24,000.00						
Bid total					\$ 4,454,787.40	Bid total*					\$ 3,554,617.05	Bid Total					\$ 3,897,042.00	Bid Total					\$ 4,467,353.00

EVANS					SWWW					CIMARRON							
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	\$144,186.69	\$ 144,186.69	1	1	LS	MOBILIZATION	\$200,000.00	\$ 200,000.00	1	1	LS	MOBILIZATION	\$240,000.00	\$ 240,000.00
2	1	LS	DE-MOBILIZATION	\$61,310.02	\$ 61,310.02	2	1	LS	DE-MOBILIZATION	\$40,000.00	\$ 40,000.00	2	1	LS	DE-MOBILIZATION	\$240,000.00	\$ 240,000.00
3	9,633	LF	8" C900 PVC DR18 WATER LINE PIPE	\$112.64	\$ 1,085,061.12	3	9,633	LF	8" C900 PVC DR18 WATER LINE PIPE	\$190.00	\$ 1,830,270.00	3	9,633	LF	8" C900 PVC DR18 WATER LINE PIPE	\$218.00	\$ 2,099,994.00
4	300	LF	6" C900 PVC DR18 WATER LINE PIPE	\$73.08	\$ 21,924.00	4	300	LF	6" C900 PVC DR18 WATER LINE PIPE	\$140.00	\$ 42,000.00	4	300	LF	6" C900 PVC DR18 WATER LINE PIPE	\$175.00	\$ 52,500.00
5	6,071	LBS	DUCTILE IRON FITTINGS (AWWA C153)	\$18.62	\$ 113,042.02	5	6,071	LBS	DUCTILE IRON FITTINGS (AWWA C153)	\$15.00	\$ 91,065.00	5	6,071	LBS	DUCTILE IRON FITTINGS (AWWA C153)	\$24.00	\$ 145,704.00
6	300	LBS	DUCTILE IRON FITTINGS (AWWA C153) ALLOWANCE	\$18.62	\$ 5,586.00	6	300	LBS	DUCTILE IRON FITTINGS (AWWA C153) ALLOWANCE	\$15.00	\$ 4,500.00	6	300	LBS	DUCTILE IRON FITTINGS (AWWA C153) ALLOWANCE	\$24.00	\$ 7,200.00
7	5	EA	6" RESTRAINING GLANDS ALLOWANCE	\$128.11	\$ 640.55	7	5	EA	6" RESTRAINING GLANDS ALLOWANCE	\$75.00	\$ 375.00	7	5	EA	6" RESTRAINING GLANDS ALLOWANCE	\$240.00	\$ 1,200.00
8	10	EA	8" RESTRAINING GLANDS ALLOWANCE	\$165.63	\$ 1,656.30	8	10	EA	8" RESTRAINING GLANDS ALLOWANCE	\$100.00	\$ 1,000.00	8	10	EA	8" RESTRAINING GLANDS ALLOWANCE	\$300.00	\$ 3,000.00
9	1	EA	6" GATE VALVE AWWA 509	\$2,171.32	\$ 2,171.32	9	1	EA	6" GATE VALVE AWWA 509	\$3,750.00	\$ 3,750.00	9	1	EA	6" GATE VALVE AWWA 509	\$2,500.00	\$ 2,500.00
10	61	EA	8" GATE VALVE AWWA 509	\$2,916.95	\$ 177,933.95	10	61	EA	8" GATE VALVE AWWA 509	\$5,100.00	\$ 311,100.00	10	61	EA	8" GATE VALVE AWWA 509	\$2,600.00	\$ 158,600.00
11	10	EA	8" GATE VALVE AWWA 509 ALLOWANCE	\$2,916.95	\$ 29,169.50	11	10	EA	8" GATE VALVE AWWA 509 ALLOWANCE	\$4,500.00	\$ 45,000.00	11	10	EA	8" GATE VALVE AWWA 509 ALLOWANCE	\$2,600.00	\$ 26,000.00
12	35	EA	FIRE HYDRANT ASSEMBLY REPLACEMENT	\$10,370.04	\$ 362,951.40	12	35	EA	FIRE HYDRANT ASSEMBLY REPLACEMENT	\$11,000.00	\$ 385,000.00	12	35	EA	FIRE HYDRANT ASSEMBLY REPLACEMENT	\$10,000.00	\$ 350,000.00
13	10	EA	FIRE HYDRANT ASSEMBLY REPLACEMENT ALLOWANCE	\$10,370.04	\$ 103,700.40	13	10	EA	FIRE HYDRANT ASSEMBLY REPLACEMENT ALLOWANCE	\$9,500.00	\$ 95,000.00	13	10	EA	FIRE HYDRANT ASSEMBLY REPLACEMENT ALLOWANCE	\$10,000.00	\$ 100,000.00
14	1	EA	1" AUTOFLUSH VALVE	\$2,154.06	\$ 2,154.06	14	1	EA	1" AUTOFLUSH VALVE	\$5,500.00	\$ 5,500.00	14	1	EA	1" AUTOFLUSH VALVE	\$5,000.00	\$ 5,000.00
15	118	EA	POTHOLE CITY AND PRIVATE SERVICE ALLOWANCE	\$267.12	\$ 31,520.16	15	118	EA	POTHOLE CITY AND PRIVATE SERVICE ALLOWANCE	\$650.00	\$ 76,700.00	15	118	EA	POTHOLE CITY AND PRIVATE SERVICE ALLOWANCE	\$200.00	\$ 23,600.00
16	118	EA	1" SERVICE INSTALLATION SHORT	\$1,948.52	\$ 229,925.36	16	118	EA	1" SERVICE INSTALLATION SHORT	\$1,500.00	\$ 177,000.00	16	118	EA	1" SERVICE INSTALLATION SHORT	\$1,750.00	\$ 206,500.00
17	104	EA	1" SERVICE INSTALLATION LONG	\$3,424.64	\$ 356,162.56	17	104	EA	1" SERVICE INSTALLATION LONG	\$1,850.00	\$ 192,400.00	17	104	EA	1" SERVICE INSTALLATION LONG	\$3,300.00	\$ 343,200.00
18	10	EA	1" SERVICE INSTALLATION SHORT ALLOWANCE	\$1,948.52	\$ 19,485.20	18	10	EA	1" SERVICE INSTALLATION SHORT ALLOWANCE	\$1,500.00	\$ 15,000.00	18	10	EA	1" SERVICE INSTALLATION SHORT ALLOWANCE	\$1,750.00	\$ 17,500.00
19	10	EA	1" SERVICE INSTALLATION LONG ALLOWANCE	\$3,424.64	\$ 34,246.40	19	10	EA	1" SERVICE INSTALLATION LONG ALLOWANCE	\$1,850.00	\$ 18,500.00	19	10	EA	1" SERVICE INSTALLATION LONG ALLOWANCE	\$3,300.00	\$ 33,000.00
20	4,956	SY	DRIVEWAY REPAIR (CONCRETE)	\$278.15	\$ 1,378,511.40	20	4,956	SY	DRIVEWAY REPAIR (CONCRETE)	\$170.00	\$ 842,520.00	20	4,956	SY	DRIVEWAY REPAIR (CONCRETE)	\$250.00	\$ 1,239,000.00
21	230	SY	DRIVEWAY REPAIR (CONCRETE) ALLOWANCE	\$278.15	\$ 63,974.50	21	230	SY	DRIVEWAY REPAIR (CONCRETE) ALLOWANCE	\$165.00	\$ 37,950.00	21	230	SY	DRIVEWAY REPAIR (CONCRETE) ALLOWANCE	\$250.00	\$ 57,500.00
22	9	SY	SIDEWALK INSTALLATION/ REPLACEMENT	\$290.86	\$ 2,617.74	22	9	SY	SIDEWALK INSTALLATION/ REPLACEMENT	\$145.00	\$ 1,305.00	22	9	SY	SIDEWALK INSTALLATION/ REPLACEMENT	\$200.00	\$ 1,800.00
23	203	SY	STREET REPAIR (CONCRETE)	\$488.28	\$ 99,120.84	23	203	SY	STREET REPAIR (CONCRETE)	\$275.00	\$ 55,825.00	23	203	SY	STREET REPAIR (CONCRETE)	\$320.00	\$ 64,960.00
24	150	SY	STREET REPAIR (CONCRETE) ALLOWANCE	\$488.28	\$ 73,242.00	24	150	SY	STREET REPAIR (CONCRETE) ALLOWANCE	\$255.00	\$ 38,250.00	24	150	SY	STREET REPAIR (CONCRETE) ALLOWANCE	\$320.00	\$ 48,000.00
25	431	SY	STREET REPAIR (ASPHALT)	\$312.08	\$ 134,506.48	25	431	SY	STREET REPAIR (ASPHALT)	\$285.00	\$ 122,835.00	25	431	SY	STREET REPAIR (ASPHALT)	\$320.00	\$ 137,920.00
26	170	SY	STREET REPAIR (ASPHALT) ALLOWANCE	\$312.08	\$ 53,053.60	26	170	SY	STREET REPAIR (ASPHALT) ALLOWANCE	\$275.00	\$ 46,750.00	26	170	SY	STREET REPAIR (ASPHALT) ALLOWANCE	\$320.00	\$ 54,400.00
27	300	LF	REMOVE AND REPLACE CONCRETE CURB AND GUTTER	\$77.17	\$ 23,151.00	27	300	LF	REMOVE AND REPLACE CONCRETE CURB AND GUTTER	\$125.00	\$ 37,500.00	27	300	LF	REMOVE AND REPLACE CONCRETE CURB AND GUTTER	\$60.00	\$ 18,000.00
28	150	LF	REMOVE AND REPLACE CONCRETE CURB AND GUTTER ALLOWANCE	\$77.17	\$ 11,575.50	28	150	LF	REMOVE AND REPLACE CONCRETE CURB AND GUTTER ALLOWANCE	\$115.00	\$ 17,250.00	28	150	LF	REMOVE AND REPLACE CONCRETE CURB AND GUTTER ALLOWANCE	\$60.00	\$ 9,000.00
29	50	LF	FENCE REPAIR ALLOWANCE	\$23.74	\$ 1,187.00	29	50	LF	FENCE REPAIR ALLOWANCE	\$50.00	\$ 2,500.00	29	50	LF	FENCE REPAIR ALLOWANCE	\$50.00	\$ 2,500.00
30	50	CY	AGGREGATE BACKFILL ALLOWANCE	\$89.94	\$ 4,497.00	30	50	CY	AGGREGATE BACKFILL ALLOWANCE	\$75.00	\$ 3,750.00	30	50	CY	AGGREGATE BACKFILL ALLOWANCE	\$115.00	\$ 5,750.00
31	50	CY	UNCLASSIFIED EXCAVATION ALLOWANCE	\$53.42	\$ 2,671.00	31	50	CY	UNCLASSIFIED EXCAVATION ALLOWANCE	\$65.00	\$ 3,250.00	31	50	CY	UNCLASSIFIED EXCAVATION ALLOWANCE	\$35.00	\$ 1,750.00
32	1	LS	SITE RESTORATION & CLEANUP	\$118,720.00	\$ 118,720.00	32	1	LS	SITE RESTORATION & CLEANUP	\$130,000.00	\$ 130,000.00	32	1	LS	SITE RESTORATION & CLEANUP	\$195,272.00	\$ 195,272.00
33	1,950	SY	GRASSING (SOLID SLAB SOD)	\$9.50	\$ 18,525.00	33	1,950	SY	GRASSING (SOLID SLAB SOD)	\$12.00	\$ 23,400.00	33	1,950	SY	GRASSING (SOLID SLAB SOD)	\$7.00	\$ 13,650.00
34	1	EA	WORK CHANGE DIRECTIVE ALLOWANCE	\$250,000.00	\$ 250,000.00	34	1	EA	WORK CHANGE DIRECTIVE ALLOWANCE	\$250,000.00	\$ 250,000.00	34	1	EA	WORK CHANGE DIRECTIVE ALLOWANCE	\$250,000.00	\$ 250,000.00
35	300	LF	8" SANITARY SEWER PIPE (AS APPROVED BY CITY PRIOR TO INSTALLATION)	\$127.53	\$ 38,259.00	35	300	LF	8" SANITARY SEWER PIPE (AS APPROVED BY CITY PRIOR TO INSTALLATION)	\$15.00	\$ 4,500.00	35	300	LF	8" SANITARY SEWER PIPE (AS APPROVED BY CITY PRIOR TO INSTALLATION)	\$150.00	\$ 45,000.00
Bid total					\$ 5,056,439.07	Bid total**					\$ 5,151,745.00	Bid total					\$ 6,200,000.00

*Written bid total \$3,554,608.05
**Written bid total \$5,151,925.00

CONTRACT

THIS CONTRACT made and entered into this 11th day of March, 2025, by and between CITY OF LAWTON, Oklahoma, a Municipal Corporation, acting by and through the Mayor and City Council, party of the first part, hereinafter referred to as "CITY", and Stampede Utility Contractors, 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

Maps 46 Water Line Replacement Project
City of Lawton Project # PU2409
DWSRF Project # P40-1011303-07

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:

Three million five hundred fifty-four thousand six hundred seventeen Dollars 05/100 (\$3,554,617.05).

Said proposal of Stampede Utility Construction, 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.

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

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

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

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

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

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

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

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

Project Milestones

Milestone #	Description	Calendar Days
1	All Work will be substantially complete within 150 calendar days after the date when the Contract Times commence to run in accordance with the General and Supplementary Conditions.	One-hundred and fifty (150)
2	All Work will be completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions within 180 calendar days after the Contract Times commence to run.	One-hundred and eighty (180)

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 **one-hundred and eighty (180) consecutive calendar days.** The CONTRACTOR further agrees to pay as additional liquidated damages the sum of **Five Hundred Dollars and 00/100 (\$500.00) for each consecutive calendar day** thereafter. The liquidated damages for exceeding each project milestone and final completion milestone shall be additive.

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

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

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

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

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

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

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

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

11. Variables in Cost. The parties hereto assume and understand that the variables in Contractor's cost of performance may fluctuate; consequently, the parties hereto agree that any

fluctuations in Contractor's costs will in no way alter the Contractor's obligations under this Contract nor excuse performance or delay on his part.

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

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

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

(FOR CORPORATIONS ONLY)

*Stampede
Utility Construction*
Name of Corporation

By *[Signature]*
Title *President*

ATTEST:

[Signature]
Title *Operations Manager*
(AFFIX SEAL)

(FOR PARTNERSHIPS AND PROPRIETORSHIPS)

Name of Partnership or Proprietorship

By _____

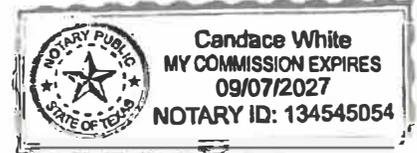
Title _____

COUNTY OF COMANCHE }
STATE OF OKLAHOMA }

Before me the undersigned, a Notary Public in and for said state, on this 4th day of December, 2024, personally appeared Collin Porter, a member of the partnership/proprietorship Stamada Utility 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.

Candace White
Notary Public

My Commission Expires 09-07-27



CITY OF LAWTON, OKLAHOMA
A Municipal Corporation

Stan Booker, MAYOR

ATTEST:

Donalynn Blazek-Scherler, CITY CLERK

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

Tim Wilson, ACTING 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 **three million five hundred fifty-four thousand six hundred seventeen dollars 05/100 (\$3,554,617.05)**, and after charging account title **Maps 46 Water Line Replacement Project - COL Project # PU2409** with this encumbrance there is an unencumbered balance in said account of \$ _____.

Dated this _____ day of _____, 2025.

Rebecca Johnson, FINANCE DIRECTOR

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS that

Stampede Utility Construction, LLC _____ as Principal, and
(full name and address)

Pennsylvania Insurance Company _____ as Surety, a
(full name and address)

corporation organized under the laws of the State of New Mexico, 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 Three Million Five Hundred Fifty Four Thousand Six Hundred Seventeen and 05/100 DOLLARS (\$ 3,554,617.05) 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 11th day of March 2025, for

Maps 46 Water Line Replacement Project
CITY OF LAWTON Project # PU2409
DWSRF Project # P40-1011303-07

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 10th day of December, 2024.

Principal:

Surety:

Stampede Utility Construction, LLC
(Name of Contractor)

Pennsylvania Insurance Company

By: *Collin Porter*
(Name & Title) Collin Porter, President

By: *David M. Layman*
David M. Layman Attorney-in-Fact (Affix Seal)

(FOR CORPORATIONS ONLY)

ATTEST:

Randace White Oper. Manag.
(Name & Title) (Affix Seal)

(FOR PARTNERSHIPS AND PROPRIETORSHIPS)

Notarized on this _____ day of _____, 2024

Notary: _____

My commission expires: _____

10805 Old Mill Road · Omaha, Nebraska 68154

POWER OF ATTORNEY NO. SWSTEX01_0323

KNOW ALL MEN BY THESE PRESENTS: That the California Insurance Company, duly organized and existing under the laws of the State of California and having its principal office in the County of San Mateo, California, and Continental Indemnity Company, Illinois Insurance Company and Pennsylvania Insurance Company, corporations duly organized and existing under the laws of the State of New Mexico and having their principal office in the County of Santa Fe, New Mexico does hereby nominate, constitute and appoint:

David M. Layman

Its true and lawful agent and attorney-in-fact, to make, execute, seal and deliver for and on its behalf as surety, and its act and deed any and all bonds, contracts, agreements of indemnity and other undertakings in suretyship (NOT INCLUDING bonds without a fixed penalty or financial guarantee) provided, however, that the penal sum of any one such instrument executed hereunder shall not exceed the sum of:

“Unlimited“

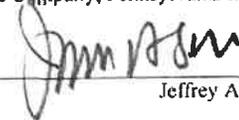
This Power of Attorney is granted and is signed and sealed under and by the authority of the following Resolution adopted by the Board of Directors of California Insurance Company, Continental Indemnity Company, Illinois Insurance Company and Pennsylvania Insurance Company.

“RESOLVED, That the President, Senior Vice President, Vice President, Assisted Vice President, Secretary, Treasurer and each of them hereby is authorized to execute powers of attorney, and such authority can be executed by use of facsimile signature, which may be attested or acknowledged by any officer or attorney of the Company, qualifying the attorney or attorneys named in given power of attorney, to execute in behalf of, and acknowledge as the act and deed of the California Insurance Company, Continental Indemnity Company, Illinois Insurance Company and Pennsylvania Insurance Company, all bond undertakings and contracts of suretyship, and to affix the corporate seal thereto.”

IN WITNESS WHEREOF, California Insurance Company, Continental Indemnity Company, Illinois Insurance Company and Pennsylvania Insurance Company, has caused its official seal to be hereunto affixed and these presents to be signed by its duly authorized officer the 16th day of August 2023.

California Insurance Company, Continental Indemnity Company,
Illinois Insurance Company, Pennsylvania Insurance Company

By _____

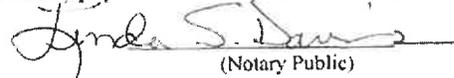
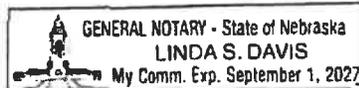


Jeffrey A. Silver, Secretary

STATE OF NEBRASKA
COUNTY OF DOUGLAS SS:

On this 16th day of August A.D. 2023, before me a Notary Public of the State of Nebraska, in and for the County of Douglas, duly commissioned and qualified, came THE ABOVE OFFICER OF THE COMPANY, to me personally known to be the individual and officer described in, and who executed the preceding instrument, and he acknowledged the execution of the same, and being by me duly sworn, deposed and said that he is the officer of the said Company aforesaid, and that the seal affixed to the preceding instrument is the Corporate Seal of said Company, and the said Corporate seal and his signature as officer were duly affixed and subscribed to the said instrument by the authority and direction of the said corporation, and that Resolution adopted by the Board of Directors of said Company, referred to in the preceding instrument is now in force.

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


(Notary Public)

I, the undersigned Officer of the California Insurance Company, a California Corporation of Foster City, California, Continental Indemnity Company, Illinois Insurance Company and Pennsylvania Insurance Company, New Mexico Corporations of Santa Fe, New Mexico, do hereby certify that the original POWER OF ATTORNEY of which the foregoing is full, true and correct copy is still in full force and effect and has not been revoked.

IN WITNESS WHEREOF, I have hereunto set my hand, and affixed the Seal of said Company, on the 10th day of December, 2024

Jeffrey A. Silver, Secretary

STATUTORY BOND

KNOW ALL MEN BY THESE PRESENTS that

Stampede Utility Construction, LLC as Principal, and
(full name and address)

Pennsylvania Insurance Company as Surety, a
(full name and address)

corporation organized under the laws of the State of New Mexico, 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

Three Million Five Hundred Fifty Four Thousand Six Hundred Seventeen and 05/100 DOLLARS (\$ 3,554,617.05) 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 11th day of March, 2025, for

Maps 46 Water Line Replacement Project
City of Lawton Project # PU2409
DWSRF Project # P40-1011303-07

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 10th day of December, 2024.

Principal:

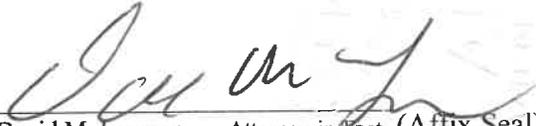
Surety:

Surety:

Stampede Utility Construction, LLC
(Name of Contractor)

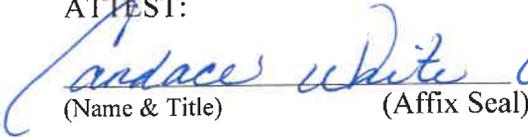
Pennsylvania Insurance Company

By: 
(Name & Title) Collin Porter, President

By: 
David M. Layman Attorney-in-Fact (Affix Seal)

(FOR CORPORATIONS ONLY)

ATTEST:

 Oper. Man.
(Name & Title) (Affix Seal)

(FOR PARTNERSHIPS AND PROPRIETORSHIPS)

Notarized on this _____ day of _____, 2024

Notary: _____ My commission expires: _____

10805 Old Mill Road · Omaha, Nebraska 68154

POWER OF ATTORNEY NO. SWSTEX01_0323

KNOW ALL MEN BY THESE PRESENTS: That the California Insurance Company, duly organized and existing under the laws of the State of California and having its principal office in the County of San Mateo, California, and Continental Indemnity Company, Illinois Insurance Company and Pennsylvania Insurance Company, corporations duly organized and existing under the laws of the State of New Mexico and having their principal office in the County of Santa Fe, New Mexico does hereby nominate, constitute and appoint:

David M. Layman

Its true and lawful agent and attorney-in-fact, to make, execute, seal and deliver for and on its behalf as surety, and its act and deed any and all bonds, contracts, agreements of indemnity and other undertakings in suretyship (NOT INCLUDING bonds without a fixed penalty or financial guarantee) provided, however, that the penal sum of any one such instrument executed hereunder shall not exceed the sum of:

"Unlimited"

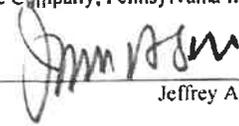
This Power of Attorney is granted and is signed and sealed under and by the authority of the following Resolution adopted by the Board of Directors of California Insurance Company, Continental Indemnity Company, Illinois Insurance Company and Pennsylvania Insurance Company.

"RESOLVED, That the President, Senior Vice President, Vice President, Assisted Vice President, Secretary, Treasurer and each of them hereby is authorized to execute powers of attorney, and such authority can be executed by use of facsimile signature, which may be attested or acknowledged by any officer or attorney of the Company, qualifying the attorney or attorneys named in given power of attorney, to execute in behalf of, and acknowledge as the act and deed of the California Insurance Company, Continental Indemnity Company, Illinois Insurance Company and Pennsylvania Insurance Company, all bond undertakings and contracts of suretyship, and to affix the corporate seal thereto."

IN WITNESS WHEREOF, California Insurance Company, Continental Indemnity Company, Illinois Insurance Company and Pennsylvania Insurance Company, has caused its official seal to be hereunto affixed and these presents to be signed by its duly authorized officer the 16th day of August 2023.

California Insurance Company, Continental Indemnity Company, Illinois Insurance Company, Pennsylvania Insurance Company

By _____

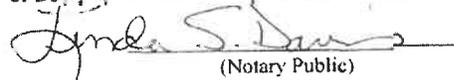
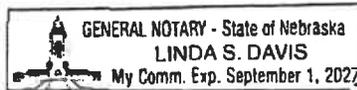


Jeffrey A. Silver, Secretary

STATE OF NEBRASKA
COUNTY OF DOUGLAS SS:

On this 16th day of August A.D. 2023, before me a Notary Public of the State of Nebraska, in and for the County of Douglas, duly commissioned and qualified, came THE ABOVE OFFICER OF THE COMPANY, to me personally known to be the individual and officer described in, and who executed the preceding instrument, and he acknowledged the execution of the same, and being by me duly sworn, deposed and said that he is the officer of the said Company aforesaid, and that the seal affixed to the preceding instrument is the Corporate Seal of said Company, and the said Corporate seal and his signature as officer were duly affixed and subscribed to the said instrument by the authority and direction of the said corporation, and that Resolution adopted by the Board of Directors of said Company, referred to in the preceding instrument is now in force.

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


(Notary Public)

I, the undersigned Officer of the California Insurance Company, a California Corporation of Foster City, California, Continental Indemnity Company, Illinois Insurance Company and Pennsylvania Insurance Company, New Mexico Corporations of Santa Fe, New Mexico, do hereby certify that the original POWER OF ATTORNEY of which the foregoing is full, true and correct copy is still in full force and effect and has not been revoked.

IN WITNESS WHEREOF, I have hereunto set my hand, and affixed the Seal of said Company, on the 10th day of December, 2024



Jeffrey A. Silver, Secretary

MAINTENANCE BOND

KNOW ALL MEN BY THESE PRESENTS that

Stampede Utility Construction, L LC as Principal, and
(full name and address)

Pennsylvania Insurance Company as Surety, a
(full name and address)

corporation organized under the laws of the State of New Mexico, 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

Three Million Five Hundred Fifty Four Thousand Six Hundred Seventeen and 05/100 DOLLARS (\$ 3,554,617.05) 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 11th day of March, 2025, for

Maps 46 Water Line Replacement Project
City of Lawton Project # PU2409
DWSRF Project # P40-1011303-07

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

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

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

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

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

Dated this 10th day of December, 2024.

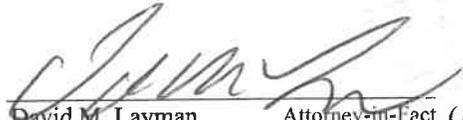
Principal:

Surety:

Stampede Utility Construction, LLC
(Name of Contractor)

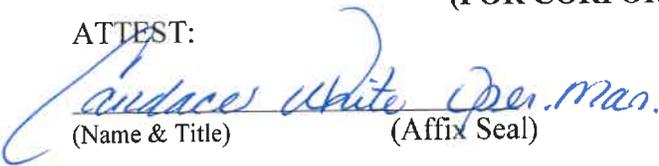
Pennsylvania Insurance Company

By: 
(Name & Title) Collin Porter, President

By: 
David M. Layman Attorney-in-fact (Affix Seal)

(FOR CORPORATIONS ONLY)

ATTEST:


(Name & Title) Candace White, Notary Public (Affix Seal)

(FOR PARTNERSHIPS AND PROPRIETORSHIPS)

Notarized on this _____ day of _____, 2024

Notary: _____ My commission expires: _____

10805 Old Mill Road · Omaha, Nebraska 68154

POWER OF ATTORNEY NO. SWSTEX01_0323

KNOW ALL MEN BY THESE PRESENTS: That the California Insurance Company, duly organized and existing under the laws of the State of California and having its principal office in the County of San Mateo, California, and Continental Indemnity Company, Illinois Insurance Company and Pennsylvania Insurance Company, corporations duly organized and existing under the laws of the State of New Mexico and having their principal office in the County of Santa Fe, New Mexico does hereby nominate, constitute and appoint:

David M. Layman

Its true and lawful agent and attorney-in-fact, to make, execute, seal and deliver for and on its behalf as surety, and its act and deed any and all bonds, contracts, agreements of indemnity and other undertakings in suretyship (NOT INCLUDING bonds without a fixed penalty or financial guarantee) provided, however, that the penal sum of any one such instrument executed hereunder shall not exceed the sum of:

“Unlimited“

This Power of Attorney is granted and is signed and sealed under and by the authority of the following Resolution adopted by the Board of Directors of California Insurance Company, Continental Indemnity Company, Illinois Insurance Company and Pennsylvania Insurance Company.

“RESOLVED, That the President, Senior Vice President, Vice President, Assisted Vice President, Secretary, Treasurer and each of them hereby is authorized to execute powers of attorney, and such authority can be executed by use of facsimile signature, which may be attested or acknowledged by any officer or attorney of the Company, qualifying the attorney or attorneys named in given power of attorney, to execute in behalf of, and acknowledge as the act and deed of the California Insurance Company, Continental Indemnity Company, Illinois Insurance Company and Pennsylvania Insurance Company, all bond undertakings and contracts of suretyship, and to affix the corporate seal thereto.”

IN WITNESS WHEREOF, California Insurance Company, Continental Indemnity Company, Illinois Insurance Company and Pennsylvania Insurance Company, has caused its official seal to be hereunto affixed and these presents to be signed by its duly authorized officer the 16th day of August 2023.

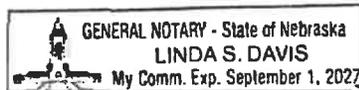
California Insurance Company, Continental Indemnity Company,
Illinois Insurance Company, Pennsylvania Insurance Company

By Jeffrey A. Silver Jeffrey A. Silver, Secretary

STATE OF NEBRASKA
COUNTY OF DOUGLAS SS:

On this 16th day of August, A.D. 2023, before me a Notary Public of the State of Nebraska, in and for the County of Douglas, duly commissioned and qualified, came THE ABOVE OFFICER OF THE COMPANY, to me personally known to be the individual and officer described in, and who executed the preceding instrument, and he acknowledged the execution of the same, and being by me duly sworn, deposed and said that he is the officer of the said Company aforesaid, and that the seal affixed to the preceding instrument is the Corporate Seal of said Company, and the said Corporate seal and his signature as officer were duly affixed and subscribed to the said instrument by the authority and direction of the said corporation, and that Resolution adopted by the Board of Directors of said Company, referred to in the preceding instrument is now in force.

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

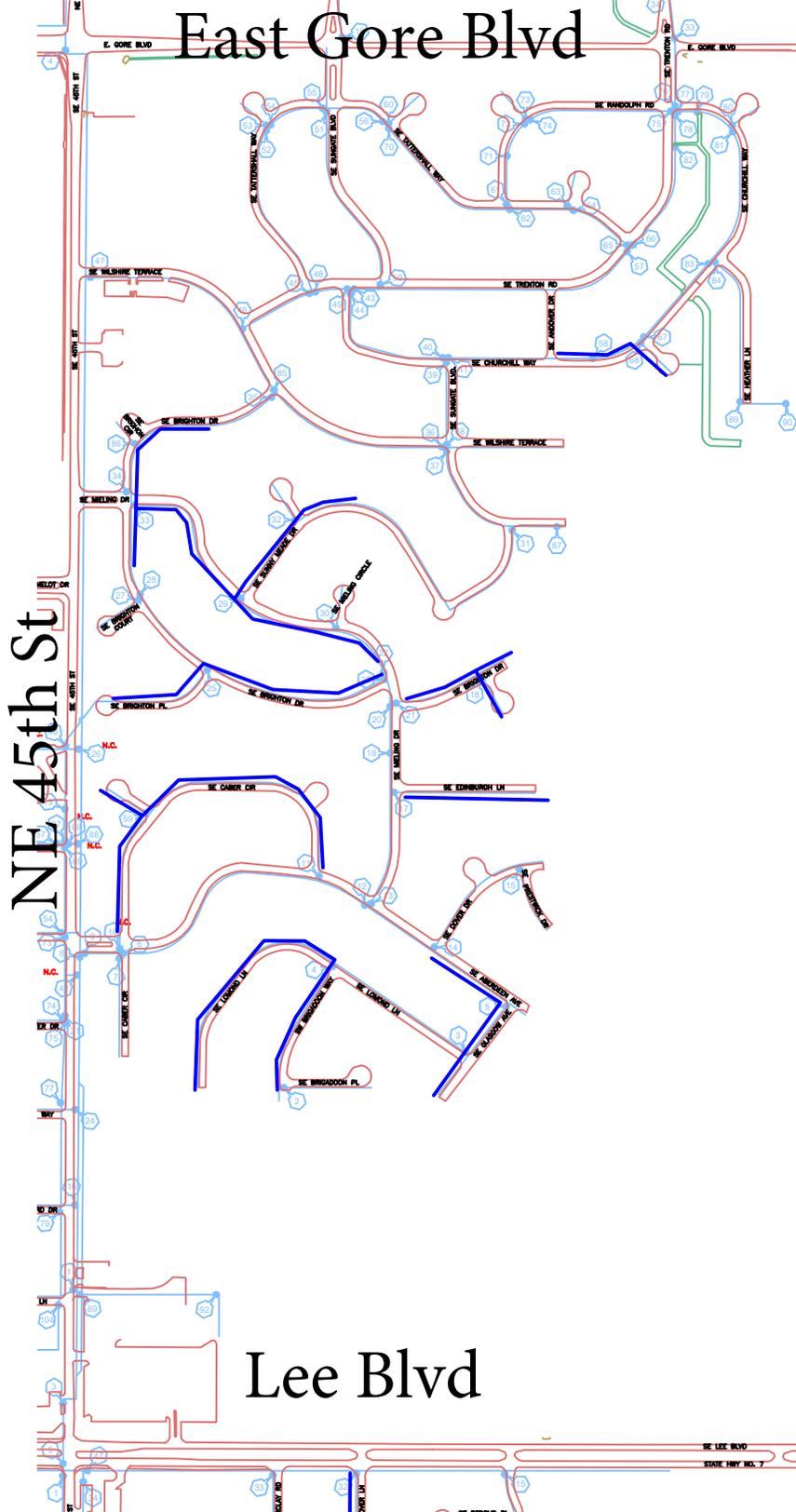


Linda S. Davis
(Notary Public)

I, the undersigned Officer of the California Insurance Company, a California Corporation of Foster City, California, Continental Indemnity Company, Illinois Insurance Company and Pennsylvania Insurance Company, New Mexico Corporations of Santa Fe, New Mexico, do hereby certify that the original POWER OF ATTORNEY of which the foregoing is full, true and correct copy is still in full force and effect and has not been revoked.

IN WITNESS WHEREOF, I have hereunto set my hand, and affixed the Seal of said Company, on the 10th day of December, 2024

Jeffrey A. Silver Jeffrey A. Silver, Secretary



East Gore Blvd

NE 45th St

Lee Blvd

NE 60th St.



City of Lawton

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

Commentary

File #: 25-0158

Agenda Date: 3/11/2025

Agenda No: 9.

ITEM TITLE:

Consider and take action in awarding a contract in the amount of \$2,324,800.00 to Howard Construction, Inc, for the construction of PU2405 Belmont Lift Station Improvements and Forcemain Project to replace the liftstation and approximately 700 ft of 6” forcemain at SW 6th and Belmont Ave.

INITIATOR: Rusty Whisenhunt, Public Utilities Director

STAFF INFORMATION SOURCE: Rusty Whisenhunt, Public Utilities Director

BACKGROUND: City of Lawton entered into a Master Service Agreement with Jacobs Engineering Group, INC, on June 27th, 2023. Amendment Number 6 Exhibit B-2 shows the scope of services to include surveying, geotechnical investigation, hydraulic analysis, preliminary design, final design, preparation of construction documents, bidding assistance and construction support services for the workorder issued or as amended for Professional Engineering Services. This project scope includes a new lift station (LS) and force main located near the intersection of SW Belmont Avenue and SW 6th Street with demolition of the existing lift station. Amendment No. 6 was approved by City Council on February 27, 2024.

Jacobs Engineering completed the designs for the replacement of the lift station and force main.

The plans and specifications were approved at City Council on November 5th, 2024. The project advertised in the local newspaper on January 8, 2025, and January 16, 2025. A non-mandatory pre-bid conference was held on Tuesday, January 14th, 2025, at 10:00 am in the Public Utilities Conference Room. A Bid Opening was publicly held at City Hall on February 11th, 2025, at 2 pm. A total of two (2) bids were received.



Belmont LS & FM - PU2405
Tuesday, February 11th, 2025

BID TAB			
	Engineer's Estimate	Howard Construction	Downey Contracting
Total Base Bid	\$2,233,320.00	\$2,324,800.00	\$2,947,890.00
Proposed NTP/Additional Time		60 calendar days	120 Calendar Days

After reviewing the bid documents, it is recommended to award the project to Howard Construction, INC, who submitted the lowest responsive and responsible bid for the project. Jacobs Engineering Group, recommends awarding the project to Howard Construction, INC, in the amount of \$2,324,800.00 for the construction of PU2405 Belmont Lift Station Improvements and Forcemain Project.

This project is imperative to uphold the standard of Safe Community for the citizens of Lawton as stated in the True North Culture Statement.

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

KEY ISSUES: Does City Council wish to award a contract in the amount of \$2,324,800.00 to Howard Construction, Inc, for the construction of PU2405 Belmont Lift Station Improvements and Forcemain Project?

FUNDING SOURCE: CWSRF \$30mil loan ORF-24-0061-CW: \$5,500,000 (current available in loan) - \$2,324,800 (cost for this project) - \$3,175,200 (total left for contingency and future projects)

STAFF RECOMMENDED COUNCIL ACTION: Award a contract in the amount of \$2,324,800.00 to Howard Construction, Inc, for the construction of PU2405 Belmont Lift Station Improvements and Forcemain Project.



Belmont LS & FM - PU2405
Tuesday, February 11th, 2025

BID TAB			
	Engineer's Estimate	Howard Construction	Downey Contracting
Total Base Bid	\$2,233,320.00	\$2,324,800.00	\$2,947,890.00
Proposed NTP/Additional Time		60 calendar days	120 Calendar Days



BID OPENING DATE: Tuesday, February 11, 2025

PROJECT: Belmont Avenue Lift Station Improvements and Forcemain Project - PU2405

Itemized Bid Tabulations																	
Engineer's Estimate						Howard 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
1.1a	1	LS	Mobilization	\$32,800.00	\$32,800.00	1.1a	1	LS	Mobilization	\$100,000.00	\$100,000.00	1.1a	1	LS	Mobilization	\$100,000.00	\$100,000.00
1.1b	1	LS	De-Mobilization	\$8,200.00	\$8,200.00	1.1b	1	LS	De-Mobilization	\$30,000.00	\$30,000.00	1.1b	1	LS	De-Mobilization	\$5,000.00	\$5,000.00
2.1	130	SY	Demolition of Existing Sidewalk	\$30.00	\$3,900.00	2.1	130	SY	Demolition of Existing Sidewalk	\$60.00	\$7,800.00	2.1	130	SY	Demolition of Existing Sidewalk	\$10.00	\$1,300.00
2.2	1	EA	Tree Removal	\$500.00	\$500.00	2.2	1	EA	Tree Removal	\$3,000.00	\$3,000.00	2.2	1	EA	Tree Removal	\$3,900.00	\$3,900.00
2.3	1	LS	Underground Power Demolition and Relocation	\$27,600.00	\$27,600.00	2.3	1	LS	Underground Power Demolition and Relocation	\$47,000.00	\$47,000.00	2.3	1	LS	Underground Power Demolition and Relocation	\$15,000.00	\$15,000.00
2.4	1	AL	Overhead Power Demolition and Relocation	\$50,000.00	\$50,000.00	2.4	1	AL	Overhead Power Demolition and Relocation	\$50,000.00	\$50,000.00	2.4	1	AL	Overhead Power Demolition and Relocation	\$50,000.00	\$50,000.00
2.5	1	LS	Existing Water Service Line Demolition and Relocation	\$5,000.00	\$5,000.00	2.5	1	LS	Existing Water Service Line Demolition and Relocation	\$10,000.00	\$10,000.00	2.5	1	LS	Existing Water Service Line Demolition and Relocation	\$5,000.00	\$5,000.00
2.6	1	LS	Existing LS and Valve Vault Demolition	\$31,500.00	\$31,500.00	2.6	1	LS	Existing LS and Valve Vault Demolition	\$40,000.00	\$40,000.00	2.6	1	LS	Existing LS and Valve Vault Demolition	\$60,000.00	\$60,000.00
2.7	1	AL	Work Change Directive Allowance	\$100,000.00	\$100,000.00	2.7	1	AL	Work Change Directive Allowance	\$100,000.00	\$100,000.00	2.7	1	AL	Work Change Directive Allowance	\$100,000.00	\$100,000.00
3.1	285	SY	Sidewalk Installation	\$100.00	\$28,500.00	3.1	285	SY	Sidewalk Installation	\$150.00	\$42,750.00	3.1	285	SY	Sidewalk Installation	\$130.00	\$37,050.00
3.2	30	SY	Driveway Installation	\$100.00	\$3,000.00	3.2	30	SY	Driveway Installation	\$200.00	\$6,000.00	3.2	30	SY	Driveway Installation	\$150.00	\$4,500.00
3.3	16	SY	Street Repair	\$300.00	\$4,800.00	3.3	16	SY	Street Repair	\$200.00	\$3,200.00	3.3	16	SY	Street Repair	\$210.00	\$3,360.00
3.4	1	EA	Lagoon Stairway	\$5,800.00	\$5,800.00	3.4	1	EA	Lagoon Stairway	\$25,000.00	\$25,000.00	3.4	1	EA	Lagoon Stairway	\$32,200.00	\$32,200.00
4.1	1500	CY	Lagoon Excavation	\$225.00	\$337,500.00	4.1	1500	CY	Lagoon Excavation	\$40.00	\$60,000.00	4.1	1500	CY	Lagoon Excavation	\$55.00	\$82,500.00
4.2	1	LS	Site Grading	\$24,000.00	\$24,000.00	4.2	1	LS	Site Grading	\$15,000.00	\$15,000.00	4.2	1	LS	Site Grading	\$80,000.00	\$80,000.00
4.3	300	SY	Subgrade	\$50.00	\$15,000.00	4.3	300	SY	Subgrade	\$40.00	\$12,000.00	4.3	300	SY	Subgrade	\$13.00	\$3,900.00
5.1	1	LS	Lagoon Liner	\$38,000.00	\$38,000.00	5.1	1	LS	Lagoon Liner	\$140,000.00	\$140,000.00	5.1	1	LS	Lagoon Liner	\$450,000.00	\$450,000.00
6.1	3	EA	Standard Depth Manhole (8-ft)	\$30,000.00	\$90,000.00	6.1	3	EA	Standard Depth Manhole (8-ft)	\$27,000.00	\$81,000.00	6.1	3	EA	Standard Depth Manhole (8-ft)	\$18,000.00	\$54,000.00
6.2	10	VF	Manhole Extra Depth	\$1,000.00	\$10,000.00	6.2	10	VF	Manhole Extra Depth	\$40.00	\$400.00	6.2	10	VF	Manhole Extra Depth	\$175.00	\$1,750.00
6.3	1	LS	Valve Vault	\$150,000.00	\$150,000.00	6.3	1	LS	Valve Vault	\$200,000.00	\$200,000.00	6.3	1	LS	Valve Vault	\$135,000.00	\$135,000.00
7.1	4	EA	10-inch Resilient Seated Plug Valve	\$5,000.00	\$20,000.00	7.1	4	EA	10-inch Resilient Seated Plug Valve	\$15,000.00	\$60,000.00	7.1	4	EA	10-inch Resilient Seated Plug Valve	\$9,700.00	\$38,800.00
7.2	1	EA	Grinder	\$60,000.00	\$60,000.00	7.2	1	EA	Grinder	\$70,000.00	\$70,000.00	7.2	1	EA	Grinder	\$175,000.00	\$175,000.00
7.3	1	LS	Duplex Submersible Wastewater Lift Station	\$675,000.00	\$675,000.00	7.3	1	LS	Duplex Submersible Wastewater Lift Station	\$710,000.00	\$710,000.00	7.3	1	LS	Duplex Submersible Wastewater Lift Station	\$957,000.00	\$957,000.00
7.4	150	LF	10-Inch PVC Pipe	\$120.00	\$18,000.00	7.4	150	LF	10-Inch PVC Pipe	\$200.00	\$30,000.00	7.4	150	LF	10-Inch PVC Pipe	\$250.00	\$37,500.00
8.1	1	EA	Standby Power Generator	\$125,000.00	\$125,000.00	8.1	1	EA	Standby Power Generator	\$95,000.00	\$95,000.00	8.1	1	EA	Standby Power Generator	\$159,000.00	\$159,000.00
9.1	1	EA	Radio Tower	\$140,000.00	\$140,000.00	9.1	1	EA	Radio Tower	\$140,000.00	\$140,000.00	9.1	1	EA	Radio Tower	\$190,000.00	\$190,000.00
10.1	720	LF	6-inch DR14 C900 Forcemain and Fittings	\$106.00	\$76,320.00	10.1	720	LF	6-inch DR14 C900 Forcemain and Fittings	\$120.00	\$86,400.00	10.1	720	LF	6-inch DR14 C900 Forcemain and Fittings	\$129.00	\$92,880.00
10.2	1	LS	Forcemain Connection to Existing Sewer Trunk Line	\$15,000.00	\$15,000.00	10.2	1	LS	Forcemain Connection to Existing Sewer Trunk Line	\$5,000.00	\$5,000.00	10.2	1	LS	Forcemain Connection to Existing Sewer Trunk Line	\$4,200.00	\$4,200.00
11.1	200	SY	Grassing	\$60.00	\$12,000.00	11.1	200	SY	Grassing	\$30.00	\$6,000.00	11.1	200	SY	Grassing	\$10.00	\$2,000.00
11.2	1	LS	Erosion Control	\$18,000.00	\$18,000.00	11.2	1	LS	Erosion Control	\$10,000.00	\$10,000.00	11.2	1	LS	Erosion Control	\$14,000.00	\$14,000.00
11.3	350	LF	6-foot wooden privacy fence with mow strip	\$80.00	\$28,000.00	11.3	350	LF	6-foot wooden privacy fence with mow strip	\$95.00	\$33,250.00	11.3	350	LF	6-foot wooden privacy fence with mow strip	\$75.00	\$26,250.00

11.4	14	EA	Crape Myrtle Tree & Irrigation	\$350.00	\$4,900.00	11.4	14	EA	Crape Myrtle Tree & Irrigation	\$2,000.00	\$28,000.00	11.4	14	EA	Crape Myrtle Tree & Irrigation	\$200.00	\$2,800.00
11.5	1	LS	Double and Single Gates	\$5,000.00	\$5,000.00	11.5	1	LS	Double and Single Gates	\$8,000.00	\$8,000.00	11.5	1	LS	Double and Single Gates	\$4,000.00	\$4,000.00
11.6	1	LS	West Tower Work	\$70,000.00	\$70,000.00	11.6	1	LS	West Tower Work	\$70,000.00	\$70,000.00	11.6	1	LS	West Tower Work	\$20,000.00	\$20,000.00
				\$ 2,233,320.00						\$ 2,324,800.00						\$ 2,947,890.00	
two million two hundred thirty three thousand three hundred twenty dollars and no cents						two million three hundred twenty four thousand eight hundred dollars and no cents						two million nine hundred forty seven thousand eight hundred ninety dollars and no cents					

CONTRACT

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

WITNESSETH:

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

PU-2405 BELMONT AVENUE LIFT STATION IMPROVEMENTS AND FORCEMAIN PROJECT

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:

_____ Dollars (\$ _____)
Said proposal of _____ is incorporated by reference into this contract. The actual amount to be paid to the Contractor will be based on the unit price in the Contractor's proposal times the unit quantities actually used and accepted for this project.

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

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

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

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

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

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

The Contractor hereby agrees to commence work under this Contract on a date to be specified in a written "Work Order" of the CITY and to fully complete the project **210 Calendar days to Substantial Completion and 240 Calendar Days to Final Completion**. The Contractor further agrees to pay as liquidated damages, the sum of **One Thousand and 00/00 Dollars (\$1000.00) for each consecutive calendar day till Substantial Completion and Five Hundred and 00/00 Dollars (\$500.00) for each consecutive calendar Day till Final Completion** thereafter as provided in Paragraph 18 of the General Conditions section of the Contract Documents and Technical Specifications.

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

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

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

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

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

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

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

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

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

(FOR CORPORATIONS ONLY)

Name of Corporation

By _____

Title _____

ATTEST:

Title _____

(AFFIX SEAL)

(FOR PARTNERSHIPS AND PROPRIETORSHIPS)

Name of Partnership or Proprietorship

By _____

Title _____

COUNTY OF COMANCHE }
STATE OF OKLAHOMA }

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

My Commission Expires _____

Notary Public

CITY OF LAWTON, OKLAHOMA
A Municipal Corporation

Stan Booker, MAYOR

ATTEST:

Donalynn Blazek-Scherler, CITY CLERK

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

Tim Wilson, Acting CITY ATTORNEY

I, Joe Dunham, Finance Director of the City of Lawton, Oklahoma, do hereby certify that I have entered the amount for this encumbrance against appropriate Account No. _____ for (\$ _____), and after charging account title _____ with this encumbrance there is an unencumbered balance in said account of \$ _____.

Dated this ____ day of _____, 2025.

Joe Dunham, FINANCE DIRECTOR

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS that

_____ as Principal, and
(full name and address)

_____ as Surety, a
(full name and address)

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

of _____ DOLLARS (\$_____) for the payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors, administrators, trustees, successors, and assigns, firmly by these presents.

The condition of this obligation is such that WHEREAS, said Principal entered into a written contract with the CITY OF LAWTON, OKLAHOMA, dated on the ____ day of _____, 2025, for

PU-2405 BELMONT AVENUE LIFT STATION IMPROVEMENTS AND FORCEMAIN PROJECT

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

NOW, THEREFORE, if said Principal shall

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

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

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

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

Dated this ____ day of _____, 2025.

Principal:

Surety:

(Name of Contractor)

By: _____
(Name & Title)

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

(FOR CORPORATIONS ONLY)

ATTEST:

(Name & Title) (Affix Seal)

(FOR PARTNERSHIPS AND PROPRIETORSHIPS)

Notarized on this ____ day of _____, 2025

Notary: _____

My commission expires: _____

STATUTORY BOND

KNOW ALL MEN BY THESE PRESENTS that

_____ as Principal, and
(full name and address)

_____ as Surety, a
(full name and address)

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

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

The condition of this obligation is such that WHEREAS, said Principal entered into a written Contract with the CITY OF LAWTON, OKLAHOMA, dated on the _____ day of _____, 2025, for

PU-2405 BELMONT AVENUE LIFT STATION IMPROVEMENTS AND FORCEMAIN PROJECT

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

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

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

Dated this ____ day of _____, 2025.

Principal:

Surety:

(Name of Contractor)

By: _____
(Name & Title)

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

(FOR CORPORATIONS ONLY)

ATTEST:

(Name & Title) (Affix Seal)

(FOR PARTNERSHIPS AND PROPRIETORSHIPS)

Notarized on this ____ day of _____, 2025

Notary: _____ My commission expires: _____

MAINTENANCE BOND

KNOW ALL MEN BY THESE PRESENTS that

_____ as Principal, and
(full name and address)

_____ as Surety, a
(full name and address)

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

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

The condition of this obligation is such that WHEREAS, said Principal entered into a written contract with the CITY OF LAWTON, OKLAHOMA, dated on the _____ day of _____, 2025, for

PU-2405 BELMONT AVENUE LIFT STATION IMPROVEMENTS AND FORCEMAIN PROJECT

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

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

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

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

Dated this ____ day of _____, 2025.

Principal:

Surety:

(Name of Contractor)

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

(FOR CORPORATIONS ONLY)

ATTEST:

(Name & Title) (Affix Seal)

(FOR PARTNERSHIPS AND PROPRIETORSHIPS)

Notarized on this ____ day of _____, 2025

Notary: _____ My commission expires: _____

Review of Bids and Recommendation of Award

Date:	February 14, 2025	1999 Bryan Street
Project name:	Belmont Avenue Lift Station Improvements and Forcemain Project-PU 2405	Suite 3500 Dallas, TX 75201 United States
Attention:	Rusty Whisenhunt Director of Public Utilities	T +1.214.638.0145
Company:	City of Lawton	F +1.214.638.0447 www.jacobs.com

Dear Rusty,

The bids received on February 11, 2025, for the subject project have been reviewed and it is recommended that the contract be awarded to Howard Construction Inc. The bid tabulation is attached, and details of the evaluation are as follows:

- All documents required per the bid documents including the checklist were included with bid package.
- The separation from the Engineers estimate was less than 5 percent, indicating a competitive bidding situation with reasonable prices for the nature and scope of work.
- Howard Construction Inc.'s bid items were balanced as related to the other bidders and the Engineer's OPCC.
- Howard Construction Inc.'s qualifications to do the work as submitted with bid proposal are seen as acceptable. Engineer and Owner have experience with contractor on projects of similar size and complexity. Based on this direct experience and qualifications, recommended contractor appears to have the required resources and experience to successfully perform the current scope of work.

Please let us know if you have any questions or need more information,

Regards,



Arun Srinivasan, P.E.
Project Manager
979-450-9785
arun.srinivasan@jacobs.com



Belmont LS & FS - PU2405
Tuesday, February 11th, 2025

BID TAB			
	Engineer's Estimate	Howard Construction	Downey Contracting
Total Base Bid	\$2,233,320.00	\$2,324,800.00	\$2,947,890.00
Proposed NTP/Additional Time		60 calendar days	120 Calendar Days



BID OPENING DATE: Tuesday, February 11, 2025
PROJECT: Belmont Avenue Lift Station Improvements and Forcemain Project - PU2405

Itemized Bid Tabulations																	
Engineer's Estimate					Howard Construction					Downey Contracting							
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
1.1a	1	LS	Mobilization	\$32,800.00	\$32,800.00	1.1a	1	LS	Mobilization	\$100,000.00	\$100,000.00	1.1a	1	LS	Mobilization	\$100,000.00	\$100,000.00
1.1b	1	LS	De-Mobilization	\$8,200.00	\$8,200.00	1.1b	1	LS	De-Mobilization	\$30,000.00	\$30,000.00	1.1b	1	LS	De-Mobilization	\$5,000.00	\$5,000.00
2.1	130	SY	Demolition of Existing Sidewalk	\$30.00	\$3,900.00	2.1	130	SY	Demolition of Existing Sidewalk	\$60.00	\$7,800.00	2.1	130	SY	Demolition of Existing Sidewalk	\$10.00	\$1,300.00
2.2	1	EA	Tree Removal	\$500.00	\$500.00	2.2	1	EA	Tree Removal	\$3,000.00	\$3,000.00	2.2	1	EA	Tree Removal	\$3,900.00	\$3,900.00
2.3	1	LS	Underground Power Demolition and Relocation	\$27,600.00	\$27,600.00	2.3	1	LS	Underground Power Demolition and Relocation	\$47,000.00	\$47,000.00	2.3	1	LS	Underground Power Demolition and Relocation	\$15,000.00	\$15,000.00
2.4	1	AL	Overhead Power Demolition and Relocation	\$50,000.00	\$50,000.00	2.4	1	AL	Overhead Power Demolition and Relocation	\$50,000.00	\$50,000.00	2.4	1	AL	Overhead Power Demolition and Relocation	\$50,000.00	\$50,000.00
2.5	1	LS	Existing Water Service Line Demolition and Relocation	\$5,000.00	\$5,000.00	2.5	1	LS	Existing Water Service Line Demolition and Relocation	\$10,000.00	\$10,000.00	2.5	1	LS	Existing Water Service Line Demolition and Relocation	\$5,000.00	\$5,000.00
2.6	1	LS	Existing LS and Valve Vault Demolition	\$31,500.00	\$31,500.00	2.6	1	LS	Existing LS and Valve Vault Demolition	\$40,000.00	\$40,000.00	2.6	1	LS	Existing LS and Valve Vault Demolition	\$60,000.00	\$60,000.00
2.7	1	AL	Work Change Directive Allowance	\$100,000.00	\$100,000.00	2.7	1	AL	Work Change Directive Allowance	\$100,000.00	\$100,000.00	2.7	1	AL	Work Change Directive Allowance	\$100,000.00	\$100,000.00
3.1	285	SY	Sidewalk Installation	\$100.00	\$28,500.00	3.1	285	SY	Sidewalk Installation	\$150.00	\$42,750.00	3.1	285	SY	Sidewalk Installation	\$130.00	\$37,050.00
3.2	30	SY	Driveway Installation	\$100.00	\$3,000.00	3.2	30	SY	Driveway Installation	\$200.00	\$6,000.00	3.2	30	SY	Driveway Installation	\$150.00	\$4,500.00
3.3	16	SY	Street Repair	\$300.00	\$4,800.00	3.3	16	SY	Street Repair	\$200.00	\$3,200.00	3.3	16	SY	Street Repair	\$210.00	\$3,360.00
3.4	1	EA	Lagoon Stairway	\$5,800.00	\$5,800.00	3.4	1	EA	Lagoon Stairway	\$25,000.00	\$25,000.00	3.4	1	EA	Lagoon Stairway	\$32,200.00	\$32,200.00
4.1	1500	CY	Lagoon Excavation	\$225.00	\$337,500.00	4.1	1500	CY	Lagoon Excavation	\$40.00	\$60,000.00	4.1	1500	CY	Lagoon Excavation	\$55.00	\$82,500.00
4.2	1	LS	Site Grading	\$24,000.00	\$24,000.00	4.2	1	LS	Site Grading	\$15,000.00	\$15,000.00	4.2	1	LS	Site Grading	\$80,000.00	\$80,000.00
4.3	300	SY	Subgrade	\$50.00	\$15,000.00	4.3	300	SY	Subgrade	\$40.00	\$12,000.00	4.3	300	SY	Subgrade	\$13.00	\$3,900.00
5.1	1	LS	Lagoon Liner	\$38,000.00	\$38,000.00	5.1	1	LS	Lagoon Liner	\$140,000.00	\$140,000.00	5.1	1	LS	Lagoon Liner	\$450,000.00	\$450,000.00
6.1	3	EA	Standard Depth Manhole (8-ft)	\$30,000.00	\$90,000.00	6.1	3	EA	Standard Depth Manhole (8-ft)	\$27,000.00	\$81,000.00	6.1	3	EA	Standard Depth Manhole (8-ft)	\$18,000.00	\$54,000.00
6.2	10	VF	Manhole Extra Depth	\$1,000.00	\$10,000.00	6.2	10	VF	Manhole Extra Depth	\$40.00	\$400.00	6.2	10	VF	Manhole Extra Depth	\$175.00	\$1,750.00
6.3	1	LS	Valve Vault	\$150,000.00	\$150,000.00	6.3	1	LS	Valve Vault	\$200,000.00	\$200,000.00	6.3	1	LS	Valve Vault	\$135,000.00	\$135,000.00
7.1	4	EA	10-inch Resilient Seated Plug Valve	\$5,000.00	\$20,000.00	7.1	4	EA	10-inch Resilient Seated Plug Valve	\$15,000.00	\$60,000.00	7.1	4	EA	10-inch Resilient Seated Plug Valve	\$9,700.00	\$38,800.00
7.2	1	EA	Grinder	\$60,000.00	\$60,000.00	7.2	1	EA	Grinder	\$70,000.00	\$70,000.00	7.2	1	EA	Grinder	\$175,000.00	\$175,000.00
7.3	1	LS	Duplex Submersible Wastewater Lift Station	\$675,000.00	\$675,000.00	7.3	1	LS	Duplex Submersible Wastewater Lift Station	\$710,000.00	\$710,000.00	7.3	1	LS	Duplex Submersible Wastewater Lift Station	\$957,000.00	\$957,000.00
7.4	150	LF	10-Inch PVC Pipe	\$120.00	\$18,000.00	7.4	150	LF	10-Inch PVC Pipe	\$200.00	\$30,000.00	7.4	150	LF	10-Inch PVC Pipe	\$250.00	\$37,500.00
8.1	1	EA	Standby Power Generator	\$125,000.00	\$125,000.00	8.1	1	EA	Standby Power Generator	\$95,000.00	\$95,000.00	8.1	1	EA	Standby Power Generator	\$159,000.00	\$159,000.00
9.1	1	EA	Radio Tower	\$140,000.00	\$140,000.00	9.1	1	EA	Radio Tower	\$140,000.00	\$140,000.00	9.1	1	EA	Radio Tower	\$190,000.00	\$190,000.00
10.1	720	LF	6-inch DR14 C900 Forcemain and Fittings	\$106.00	\$76,320.00	10.1	720	LF	6-inch DR14 C900 Forcemain and Fittings	\$120.00	\$86,400.00	10.1	720	LF	6-inch DR14 C900 Forcemain and Fittings	\$129.00	\$92,880.00
10.2	1	LS	Forcemain Connection to Existing Sewer Trunk Line	\$15,000.00	\$15,000.00	10.2	1	LS	Forcemain Connection to Existing Sewer Trunk Line	\$5,000.00	\$5,000.00	10.2	1	LS	Forcemain Connection to Existing Sewer Trunk Line	\$4,200.00	\$4,200.00
11.1	200	SY	Grassing	\$60.00	\$12,000.00	11.1	200	SY	Grassing	\$30.00	\$6,000.00	11.1	200	SY	Grassing	\$10.00	\$2,000.00
11.2	1	LS	Erosion Control	\$18,000.00	\$18,000.00	11.2	1	LS	Erosion Control	\$10,000.00	\$10,000.00	11.2	1	LS	Erosion Control	\$14,000.00	\$14,000.00
11.3	350	LF	6-foot wooden privacy fence with mow strip	\$80.00	\$28,000.00	11.3	350	LF	6-foot wooden privacy fence with mow strip	\$95.00	\$33,250.00	11.3	350	LF	6-foot wooden privacy fence with mow strip	\$75.00	\$26,250.00
11.4	14	EA	Crape Myrtle Tree & Irrigation	\$350.00	\$4,900.00	11.4	14	EA	Crape Myrtle Tree & Irrigation	\$2,000.00	\$28,000.00	11.4	14	EA	Crape Myrtle Tree & Irrigation	\$200.00	\$2,800.00
11.5	1	LS	Double and Single Gates	\$5,000.00	\$5,000.00	11.5	1	LS	Double and Single Gates	\$8,000.00	\$8,000.00	11.5	1	LS	Double and Single Gates	\$4,000.00	\$4,000.00
11.6	1	LS	West Tower Work	\$70,000.00	\$70,000.00	11.6	1	LS	West Tower Work	\$70,000.00	\$70,000.00	11.6	1	LS	West Tower Work	\$20,000.00	\$20,000.00
					\$ 2,233,320.00						\$ 2,324,800.00						\$ 2,947,890.00
Two Million Two hundred and thirty three thousand, three hundred and twenty dollars					Two Million Three Hundred and Twenty Four Thousand and Eighty dollars and No cents					Two Million Nine Hundred Forty Seven Thousand Eight Hundred Ninety Dollars and No Cents							



City of Lawton

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

Commentary

File #: 25-0163

Agenda Date: 3/11/2025

Agenda No: 10.

ITEM TITLE:

Consider awarding contract CL25-019 Nuisance Abatement to Green Machine Lawns, Inc, VL Lawn Service LLC, and F & W Tree Company.

INITIATOR: Charlotte Brown, Community Services Director

STAFF INFORMATION SOURCE: Jonathan Jernigan, Neighborhood Services Supervisor

BACKGROUND: In accordance with True North Culture Statement Safe Community: We will be relentless in our efforts to provide a safe environment for our citizens to thrive. Safe and Clean Neighborhood Services is in need of additional contractors. It is staff's recommendation to award contract CL25-019 Nuisance Abatement to Green Machine Lawns, Inc, VL Lawn Service LLC, and F & W Tree Company.

EXHIBIT: Department Recommendation
Abstract
Proposed Contract

KEY ISSUES: Does the City of Lawton wish to award CL25-019 Nuisance Abatement to Green Machine Lawns, Inc, VL Lawn Service LLC, and F & W Tree Company.

FUNDING SOURCE: Safe and Clean Neighborhood Services Abatement and Demolition Funds; 4350000-52025

STAFF RECOMMENDED COUNCIL ACTION: Award contract CL25-019 Nuisance Abatement to Green Machine Lawns, Inc, VL Lawn Service LLC, and F & W Tree Company.



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 – Financial Services

THRU: Joshua White, Deputy Supervisor, Neighborhood Services

From: Charlotte Brown, Director of Community Services

Subject: CL25-019 Nuisance Abatement

Date: 2/24/2025

Contract Name: Nuisance Abatement

Contract Number: CL25-019

Neighborhood Services Accepts the bids of Green Machine Lawns, Inc, VL Lawn Service LLC, F & W Tree Company for the Nuisance Abatement Contract. CL25-019

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		Page <u>1</u> of <u>1</u>		Bidder Number <u>1</u>		Bidder Number <u>2</u>		Bidder Number <u>3</u>	
CL25-019									
CL/RFP Title		Date Opened:							
Nuisance Abatement		February 19, 2025		Green Machine Lawns, Inc. Seth Callen 429 SW 80th St. Lawton, OK 73505 580-284-9049 devilsclawranch@gmail.com		VL Lawn Service LLC Tony Leake 303 NW Compass Dr Lawton, OK 73505 580-713-2340 vllawnservice@yahoo.com		F & W Tree Company Dillon White 1 Misty Glenn Dr. Chickasha, OK 73018 580-678-1001 Dwhitelawn@gmail.com	
Fincancial Services: Buyer		Number of ADDENDA Issued		Addenda Acknowledged		Addenda Acknowledged		Addenda Acknowledged	
Colbie Garrett		NONE		N/A		N/A		N/A	
DELIVERY:				As required		As required		As required	
CORPORATE SEAL OR NOTARY:				Yes		Yes		Yes	
AFFIDAVIT OF PAYMENTS....\$25,000:				Yes		Yes		Yes	
CONTRACTOR'S CERTIFICATE OF COMPLIANCE				Yes		Yes		Yes	
Item No.	Description of Bid Item	Unit Price	Amount / Remarks	Unit Price	Amount / Remarks	Unit Price	Amount / Remarks		
1	Price Per Hour	\$60.00		\$65.00		\$150.00			

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 ACCEPTING ELECTRONIC BIDS ON: www.bidnetdirect.com/oklahoma/cityoflawton	
Date Bid Typed: January 20, 2025	Dates Bid Advertised: January 22, 2025	No Bids Received After: February 19, 2025 2:00pm	
Contract Number and Title: CL25-019 Nuisance Abatement		Requirements-type Contract:	Contract Period: 12 months
The Bid Opening and Pre-Bid Conference are held at Lawton City Hall 2nd Floor Conference Room 212 SW 9th Street Lawton, OK 73501.		Mandatory Pre-Bid Conference: January 31, 2025 at 3:00pm	
Vendor Name and Point of Contact: Green Machine Lawns, Inc. / Seth Callen		Reason for No Bid: N/A	
Mailing Address: 429 SW 80th St. Lawton, OK 73505		Terms:	
City: State: Zip:	Delivery: In person		
Area Code and Phone Number: 580-284-9049		Email Address: devilsclawranch@gmail.com	
Federal Employer Identification Number or Social Security Number 87-4684931			

THIS BID INVALID IF NOT SIGNED AND NOTARIZED

AFFIDAVIT: STATE OF OKlahoma COUNTY OF Comanche

Joseph Seth Callen 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.

[Handwritten Signature]

SIGNATURE OF AUTHORIZED AGENT

Firm: Green Machine Lawns, Inc.
Address: 429 SW 80th St.
Lawton, OK 73505
(City, State, Zip)
Phone: 580-284-9049

Joseph Seth Callen / Owner, CEO
PRINT/TYPE NAME/TITLE

Subscribed & sworn before me this 17th day of February, 2025

[Handwritten Signature]
Notary Public

My Commission expires: Jan 21, 2029

INVITATION TO BID AND CONTRACT
PAGE 1 OF 11





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.

CL25-019
Contract Number

Green Machine Lawns, Inc
Name of Contractor (Print)

2-7-25
Date

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

Owner / CEO
Title

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

STATE OF OKlahoma

SS

COUNTY OF Comanche

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.



Green Machine Lawns, Inc
Business Name / Contractor Name

[Signature]
Signed

Print: Joseph Seth Callen

Attested to before me this 7th day of February 2025.

[Signature]
Notary Public

My Commission Expires January 21 2029

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.

CL25-019

Bid Title: Nuisance Abatement

DEPARTMENT/DIVISION: Neighborhood Services

Vendor Name: Green Machine Lawn, Inc.
(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: \$ 60

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 Joshua White, Neighborhood Services Division, at 580-581-3371 or Joshua.white@lawtonok.gov.

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



Pursuant to Attorney General Opinion #07-8, the exemption from the Workers' Compensation Act provided for in 85 O.S. 2011, § 311.5 applies only to employers who are natural persons, such as sole proprietors, and does not apply to employers who are entities created by law, including but not limited to corporations, partnerships and limited liability companies.

STATE OF Oklahoma)
) ss
COUNTY OF Cavanche)

Project Name: _____
CAP Project No.: _____

I, the undersigned, am exempt from the Oklahoma Workers' Compensation Act and hereby waive any claim against the State of Oklahoma, including but not limited to, the Construction and Properties Department of the Office of Management and Enterprise Services, Division of Capital Assets Management and the using agency, and/or their agents, and I assume all responsibility for accidents, injuries or losses incurred by me or one of my employees, subcontractors or suppliers while in connection with any activity conducted with performance of the contract for construction, thereby releasing the aforesaid from any responsibility under the Workers' Compensation laws of the State of Oklahoma.

Claimed Exemption:

Title 85, Section 311.5

Other: _____

Green Machine Lawns, Inc.
(Company Printed Name)

Is this a "Doing Business As?" Yes No

429 SW 80th St.
(Street Address)

Lawton, OK 73505
(City, State, Zip)

[Signature]
(Authorized Representative Signature)

Subscribed and sworn to before me this 17th day of February, 2025

Joseph Seth Callen
(Authorized Representative Printed Name)

[Signature]
(Signature of notarial officer)

Owner/CEO
(Authorized Representative Printed Title)

My Commission Expires: 1/21/29

My Commission #: 25000720



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 ACCEPTING ELECTRONIC BIDS ON: www.bidnetdirect.com/oklahoma/cityoflawton	
Date Bid Typed: January 20, 2025	Dates Bid Advertised: January 22, 2025	No Bids Received After: February 19, 2025 2:00pm	
Contract Number and Title: CL25-019 Nuisance Abatement		Requirements-type Contract:	Contract Period: 12 months
The Bid Opening and Pre-Bid Conference are held at Lawton City Hall 2nd Floor Conference Room 212 SW 9th Street Lawton, OK 73501.		Mandatory Pre-Bid Conference: January 31, 2025 at 3:00pm	
Vendor Name and Point of Contact: FdW Tree Company		Reason for No Bid:	
Mailing Address: 1 Misty Glen Dr.		Terms:	
City: Chickasha State: OK Zip: 73018	Delivery:		
Area Code and Phone Number: 580-678-1001	Email Address:		
Federal Employer Identification Number or Social Security Number 87-1255801			

THIS BID INVALID IF NOT SIGNED AND NOTARIZED

AFFIDAVIT: STATE OF OK COUNTY OF Comanche

Dillon White 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.

Firm: FdW Tree Company
 Address: 1 Misty Glen Dr.
Chickasha, OK, 73018
 (City, State, Zip)
 Phone: 580-678-1001

Dillon White
 SIGNATURE OF AUTHORIZED AGENT
Dillon White - Owner
 PRINT/TYPE NAME/TITLE
 Subscribed & sworn before me this 19 day of Feb, 2025.
Jared Pierce
 Notary Public
 My Commission expires: 6-2-26





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.

CL 25-019
Contract Number

F d W Tree Company
Name of Contractor (Print)

2-19-25
Date

Dillon White
Signature, Member of Firm or Officer of Corporation

Co-Owner
Title

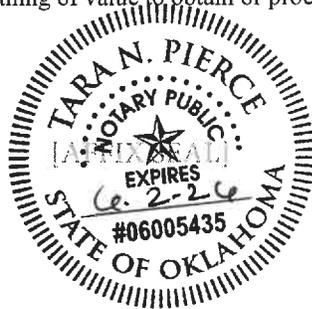
AFFIDAVIT FOR PAYMENTS IN EXCESS OF \$25,000.00
CITY OF LAWTON, STATE OF OKLAHOMA

STATE OF OK

SS

COUNTY OF Comanche

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.



Fed W Tree Company
Business Name / Contractor Name

Dillon White
Signed

Print : Dillon White

Attested to before me this 19 day of Feb 2025.

Tara N. Pierce
Notary Public

My Commission Expires 6-2 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.

CL25-019
Bid Title: Nuisance Abatement
DEPARTMENT/DIVISION: Neighborhood Services

Vendor Name: FdW Tree Company
(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: \$ 150

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 Joshua White, Neighborhood Services Division, at 580-581-3371 or Joshua.white@lawtonok.gov.

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



Workers Compensation and Employers Liability Insurance Policy

Information page

1. Policyholder information

F&W Tree Company
 507 W Harper
 Fletcher, OK 73541
 580-678-1001

Policy number: 03466166 25 1

FEIN: 87-1255801

ARD: 02/23

Other workplace(s) not shown above:
 See Extension of information page

Agency information:

Carrier number: 19976

Business type: LLC

ID number:

Oklahoma Farm Bureau Ins Agents Inc
 Christa Rae Warren
 2501 N Stiles Avenue
 Oklahoma City, OK 73105

2. Policy period

The policy period is from 02/23/2025 to 02/23/2026 at 12:01 a.m. Central Standard Time (CST).

3A. Workers' compensation insurance

Includes Part One of the policy and applies to the workers' compensation law of the state of Oklahoma.

3B. Employers' liability insurance

Part Two of the policy applies to work in the State of Oklahoma. Limits of our liability under Part Two:

- Bodily injury by accident - \$100,000.00 each accident
- Bodily injury by disease - \$100,000.00 each employee
- Bodily injury by disease - \$500,000.00 policy limit

3C. Other states insurance

Part Three of the policy applies to the states listed here, if any. None, except as shown in Part 3A.

3D. This policy includes these Endorsements and Schedules - See extension of information page.

4. Premium

The premium for this policy will be determined using our manuals of rules, classifications rates and rating plans. All information required below is subject to verification and change by audit.

Estimated annual premium	\$1,000.00
Deposit premium	\$0.00
Report/Billing type	Annual
Minimum premium	\$1,000.00
Agent commission	\$10.00%



Extension of information page- Item 4: Premium
Policy number: 03466166 25 1

This is not a bill. You will receive a separate billing statement.

<u>Loc #</u>	<u>Code #</u>	<u>Classification</u>	<u>Premium Basis Total Estimated Annual Remuneration</u>	<u>Rate per \$100 of Remuneration</u>	<u>Estimated Annual Premium</u>
1	9102	LAWN MAINTENANCE-COMMERCIAL OR DOMESTIC & DRIVERS IF ANY		3.73	\$0.00

Classification code effective 02/23/2025, expiration date: 02/23/2026

1	0106	TREE PRUNING & REMOVAL-ALL OPERATIONS & DRIVERS-NATURAL CATASTROPHE IF ANY		7.77	\$0.00
---	------	--	--	------	--------

Classification code effective 02/23/2025, expiration date: 02/23/2026

Standard premium	\$0.00
Increased limits factor %	\$0.00
Experience Modification of N/A applied, effective 02/23/2025	\$0.00
Premium discount	\$0.00
Terrorism premium	\$0.00
Catastrophe premium	\$0.00
Expense constant	\$200.00
Estimated annual premium	\$1,000.00

Countersigned by: 



Extension of information page- Item 3D: This policy includes these endorsements and schedules
Policy: 03466166 25 1 F&W Tree Company

Schedule of endorsements

<u>Endorsement</u>	<u>Effective date</u>	<u>Expiration date</u>
Renewal Information Page - Policy (UN130 12 17)	02/23/2025	02/23/2026
Notification of Change in Ownership Endorsement (WC 00 04 14 A)	02/23/2025	02/23/2026
Catastrophe (Other Than Certified Acts Of Terrorism) Premium Endorsement (WC 00 04 21 F)	02/23/2025	02/23/2026
Audit Noncompliance Charge Endorsement (WC 00 04 24)	02/23/2025	02/23/2026
Notification Of Settlement (WC 99 06 04)	02/23/2025	02/23/2026
Participating Endorsement Sliding Scale Dividend Plan (WC 99 06 29)	02/23/2025	02/23/2026
Ok Employers Liability Intentional Tort Exclusion (WC 35 03 03)	02/23/2025	02/23/2026
Oklahoma Fraud Warning Endorsement (WC 35 06 03)	02/23/2025	02/23/2026
Final Premium Amendatory Endorsement (WC 99 03 22)	02/23/2025	02/23/2026
Premium Amendatory Endorsement (WC 99 03 24)	02/23/2025	02/23/2026
Partners, Officers And Others Exclusion Endorsement (WC 00 03 08)	02/23/2025	02/23/2026
Premium Due Date Endorsement (WC 00 04 19 A)	02/23/2025	02/23/2026
Terrorism Risk Insurance Program Reauthorization Act Disclosure Endorsement (WC 00 04 22 C)	02/23/2025	02/23/2026
Oklahoma Employers Liability Amended Coverage Endorsement (WC 35 03 02)	02/23/2025	02/23/2026
Other States Insurance Endorsement (WC 99 06 18)	02/23/2025	02/23/2026



Extension of information page- Item 3D: This policy includes these endorsements and schedules
Policy: 03466166 25 1 F&W Tree Company

Schedule of endorsements

<u>Endorsement</u>	<u>Effective date</u>	<u>Expiration date</u>
Oklahoma Cancellation, Nonrenewal and Change Endorsement (WC 35 06 01 F)	02/23/2025	02/23/2026
Covered Locations (WC 99 03 06)	02/23/2025	02/23/2026
Policy Jacket (WC 00 00 00 C)	02/23/2025	02/23/2026
Audit Amendatory Endorsement (WC 99 03 23)	02/23/2025	02/23/2026
Venue Amendatory Endorsement (WC 99 03 25)	02/23/2025	02/23/2026

For an explanation of endorsements, refer to your previous policy and any amendments thereto.



Extension of information page- Item 1: Policyholder information
Policy number: 03466166 25 1

Schedule of named insured

Business Name: F&W Tree Company
Address: 507 W Harper Fletcher, OK 73541
Tax ID or FEIN: 87-1255801

Schedule of officers/shareholders

Owner Officer Name	Title/Relationship	Ownership%	Active	Covered
Tucker White	Other	50.0%	Yes	No
Dillon White	Other	50.0%	Yes	No



Extension of information page - Item 1: Policyholder information
Policy number: 03466166 25 1

Schedule of locations

Location:1 507 W Harper
 Fletcher, OK 73541

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

In return for the payment of the premium and subject to all terms of this policy, we agree with you as follows:

GENERAL SECTION

A. The Policy

This policy includes at its effective date the Information Page and all endorsements and schedules listed there. It is a contract of insurance between you (the employer named in Item 1 of the Information Page) and us (the insurer named on the Information Page). The only agreements relating to this insurance are stated in this policy. The terms of this policy may not be changed or waived except by endorsement issued by us to be part of this policy.

B. Who is Insured

You are insured if you are an employer named in Item 1 of the Information Page. If that employer is a partnership, and if you are one of its partners, you are insured, but only in your capacity as an employer of the partnership's employees.

C. Workers Compensation Law

Workers Compensation Law means the workers or workmen's compensation law and occupational disease law of each state or territory named in Item 3.A. of the Information Page. It includes any amendments to that law which are in effect during the policy period. It does not include any federal workers or workmen's compensation law, any federal occupational disease law or the provisions of any law that provide nonoccupational disability benefits.

D. State

State means any state of the United States of America, and the District of Columbia.

E. Locations

This policy covers all of your workplaces listed in Items 1 or 4 of the Information Page; and it covers all other workplaces in Item 3.A. states unless you have other insurance or are self-insured for such workplaces.

PART ONE WORKERS COMPENSATION INSURANCE

A. How This Insurance Applies

This workers compensation insurance applies to bodily injury by accident or bodily injury by disease. Bodily injury includes resulting death.

1. Bodily injury by accident must occur during the policy period.
2. Bodily injury by disease must be caused or aggravated by the conditions of your employment. The employee's last day of last exposure to the conditions causing or aggravating such bodily injury by disease must occur during the policy period.

B. We Will Pay

We will pay promptly when due the benefits required of you by the workers compensation law.

C. We Will Defend

We have the right and duty to defend at our expense any claim, proceeding or suit against you for benefits payable by this insurance. We have the right to investigate and settle these claims, proceedings or suits.

We have no duty to defend a claim, proceeding or suit that is not covered by this insurance.

D. We Will Also Pay

We will also pay these costs, in addition to other amounts payable under this insurance, as part of any claim, proceeding or suit we defend:

1. reasonable expenses incurred at our request, but not loss of earnings;
2. premiums for bonds to release attachments and for appeal bonds in bond amounts up to the amount payable under this insurance;
3. litigation costs taxed against you;
4. interest on a judgment as required by law until we offer the amount due under this insurance; and
5. expenses we incur.

E. Other Insurance

We will not pay more than our share of benefits and costs covered by this insurance and other

(Ed. 1-15)

insurance or self-insurance. Subject to any limits of liability that may apply, all shares will be equal until the loss is paid. If any insurance or self-insurance is exhausted, the shares of all remaining insurance will be equal until the loss is paid.

F. Payments You Must Make

You are responsible for any payments in excess of the benefits regularly provided by the workers compensation law including those required because:

1. of your serious and willful misconduct;
2. you knowingly employ an employee in violation of law;
3. you fail to comply with a health or safety law or regulation; or
4. you discharge, coerce or otherwise discriminate against any employee in violation of the workers compensation law.

If we make any payments in excess of the benefits regularly provided by the workers compensation law on your behalf, you will reimburse us promptly.

G. Recovery From Others

We have your rights, and the rights of persons entitled to the benefits of this insurance, to recover our payments from anyone liable for the injury. You will do everything necessary to protect those rights for us and to help us enforce them.

H. Statutory Provisions

These statements apply where they are required by law.

1. As between an injured worker and us, we have notice of the injury when you have notice.
2. Your default or the bankruptcy or insolvency of you or your estate will not relieve us of our duties under this insurance after an injury occurs.
3. We are directly and primarily liable to any person entitled to the benefits payable by this insurance. Those persons may enforce our duties; so may an agency authorized by law. Enforcement may be against us or against you and us.
4. Jurisdiction over you is jurisdiction over us for purposes of the workers compensation law. We are bound by decisions against you under that law, subject to the provisions of this policy that are not in conflict with that law.
5. This insurance conforms to the parts of the

workers compensation law that apply to:

- a. benefits payable by this insurance;
 - b. special taxes, payments into security or other special funds, and assessments payable by us under that law.
6. Terms of this insurance that conflict with the workers compensation law are changed by this statement to conform to that law.

Nothing in these paragraphs relieves you of your duties under this policy.

PART TWO EMPLOYERS LIABILITY INSURANCE

A. How This Insurance Applies

This employers liability insurance applies to bodily injury by accident or bodily injury by disease. Bodily injury includes resulting death.

1. The bodily injury must arise out of and in the course of the injured employee's employment by you.
2. The employment must be necessary or incidental to your work in a state or territory listed in Item 3.A. of the Information Page.
3. Bodily injury by accident must occur during the policy period.
4. Bodily injury by disease must be caused or aggravated by the conditions of your employment. The employee's last day of last exposure to the conditions causing or aggravating such bodily injury by disease must occur during the policy period.
5. If you are sued, the original suit and any related legal actions for damages for bodily injury by accident or by disease must be brought in the United States of America, its territories or possessions, or Canada.

B. We Will Pay

We will pay all sums that you legally must pay as damages because of bodily injury to your employees, provided the bodily injury is covered by this Employers Liability Insurance.

The damages we will pay, where recovery is permitted by law, include damages:

1. For which you are liable to a third party by reason of a claim or suit against you by that third party to recover the damages claimed against

such third party as a result of injury to your employee;

2. For care and loss of services; and
3. For consequential bodily injury to a spouse, child, parent, brother or sister of the injured employee; provided that these damages are the direct consequence of bodily injury that arises out of and in the course of the injured employee's employment by you; and
4. Because of bodily injury to your employee that arises out of and in the course of employment, claimed against you in a capacity other than as employer.

C. Exclusions

This insurance does not cover:

1. Liability assumed under a contract. This exclusion does not apply to a warranty that your work will be done in a workmanlike manner;
2. Punitive or exemplary damages because of bodily injury to an employee employed in violation of law;
3. Bodily injury to an employee while employed in violation of law with your actual knowledge or the actual knowledge of any of your executive officers;
4. Any obligation imposed by a workers compensation, occupational disease, unemployment compensation, or disability benefits law, or any similar law;
5. Bodily injury intentionally caused or aggravated by you;
6. Bodily injury occurring outside the United States of America, its territories or possessions, and Canada. This exclusion does not apply to bodily injury to a citizen or resident of the United States of America or Canada who is temporarily outside these countries;
7. Damages arising out of coercion, criticism, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation, discrimination against or termination of any employee; or any personnel practices, policies, acts or omissions;
8. Bodily injury to any person in work subject to the Longshore and Harbor Workers' Compensation Act (33 U.S.C. Sections 901 et seq.), the Nonappropriated Fund Instrumentalities Act (5 U.S.C. Sections 8171 et seq.), the Outer Continental Shelf Lands Act (43 U.S.C. Sections 1331 et seq.), the Defense Base Act (42 U.S.C. Sections 1651-1654), the Federal Mine Safety and Health Act (30 U.S.C. Sections 801 et seq. and 901-944), any other federal workers or workmen's compensation law or other federal occupational disease law, or any amendments to these laws;

9. Bodily injury to any person in work subject to the Federal Employers' Liability Act (45 U.S.C. Sections 51 et seq.), any other federal laws obligating an employer to pay damages to an employee due to bodily injury arising out of or in the course of employment, or any amendments to those laws;

10. Bodily injury to a master or member of the crew of any vessel, and does not cover punitive damages related to your duty or obligation to provide transportation, wages, maintenance, and cure under any applicable maritime law;

11. Fines or penalties imposed for violation of federal or state law; and

12. Damages payable under the Migrant and Seasonal Agricultural Worker Protection Act (29 U.S.C. Sections 1801 et seq.) and under any other federal law awarding damages for violation of those laws or regulations issued thereunder, and any amendments to those laws.

D. We Will Defend

We have the right and duty to defend, at our expense, any claim, proceeding or suit against you for damages payable by this insurance. We have the right to investigate and settle these claims, proceedings and suits.

We have no duty to defend a claim, proceeding or suit that is not covered by this insurance. We have no duty to defend or continue defending after we have paid our applicable limit of liability under this insurance.

E. We Will Also Pay

We will also pay these costs, in addition to other amounts payable under this insurance, as part of any claim, proceeding, or suit we defend:

1. Reasonable expenses incurred at our request, but not loss of earnings;
2. Premiums for bonds to release attachments and for appeal bonds in bond amounts up to the limit of our liability under this insurance;
3. Litigation costs taxed against you;
4. Interest on a judgment as required by law until we offer the amount due under this insurance; and
5. Expenses we incur.

(Ed. 1-15)

F. Other Insurance

We will not pay more than our share of damages and costs covered by this insurance and other insurance or self-insurance. Subject to any limits of liability that apply, all shares will be equal until the loss is paid. If any insurance or self-insurance is exhausted, the shares of all remaining insurance and self-insurance will be equal until the loss is paid.

G. Limits of Liability

Our liability to pay for damages is limited. Our limits of liability are shown in Item 3.B. of the Information Page. They apply as explained below.

1. **Bodily Injury by Accident.** The limit shown for "bodily injury by accident—each accident" is the most we will pay for all damages covered by this insurance because of bodily injury to one or more employees in any one accident.

A disease is not bodily injury by accident unless it results directly from bodily injury by accident.

2. **Bodily Injury by Disease.** The limit shown for "bodily injury by disease—policy limit" is the most we will pay for all damages covered by this insurance and arising out of bodily injury by disease, regardless of the number of employees who sustain bodily injury by disease. The limit shown for "bodily injury by disease—each employee" is the most we will pay for all damages because of bodily injury by disease to any one employee.

Bodily injury by disease does not include disease that results directly from a bodily injury by accident.

3. We will not pay any claims for damages after we have paid the applicable limit of our liability under this insurance.

H. Recovery From Others

We have your rights to recover our payment from anyone liable for an injury covered by this insurance. You will do everything necessary to protect those rights for us and to help us enforce them.

I. Actions Against Us

There will be no right of action against us under this insurance unless:

1. You have complied with all the terms of this policy; and

2. The amount you owe has been determined with our consent or by actual trial and final judgment.

This insurance does not give anyone the right to add us as a defendant in an action against you to determine your liability. The bankruptcy or insolvency of you or your estate will not relieve us of our obligations under this Part.

PART THREE**OTHER STATES INSURANCE****A. How This Insurance Applies**

1. This other states insurance applies only if one or more states are shown in Item 3.C. of the Information Page.
2. If you begin work in any one of those states after the effective date of this policy and are not insured or are not self-insured for such work, all provisions of the policy will apply as though that state were listed in Item 3.A. of the Information Page.
3. We will reimburse you for the benefits required by the workers compensation law of that state if we are not permitted to pay the benefits directly to persons entitled to them.
4. If you have work on the effective date of this policy in any state not listed in Item 3.A. of the Information Page, coverage will not be afforded for that state unless we are notified within thirty days.

B. Notice

Tell us at once if you begin work in any state listed in Item 3.C. of the Information Page.

PART FOUR**YOUR DUTIES IF INJURY OCCURS**

Tell us at once if injury occurs that may be covered by this policy. Your other duties are listed here.

1. Provide for immediate medical and other services required by the workers compensation law.
2. Give us or our agent the names and addresses of the injured persons and of witnesses, and other information we may need.
3. Promptly give us all notices, demands and legal

papers related to the injury, claim, proceeding or suit.

4. Cooperate with us and assist us, as we may request, in the investigation, settlement or defense of any claim, proceeding or suit.
5. Do nothing after an injury occurs that would interfere with our right to recover from others.
6. Do not voluntarily make payments, assume obligations or incur expenses, except at your own cost.

PART FIVE—PREMIUM

A. Our Manuals

All premium for this policy will be determined by our manuals of rules, rates, rating plans and classifications. We may change our manuals and apply the changes to this policy if authorized by law or a governmental agency regulating this insurance.

B. Classifications

Item 4 of the Information Page shows the rate and premium basis for certain business or work classifications. These classifications were assigned based on an estimate of the exposures you would have during the policy period. If your actual exposures are not properly described by those classifications, we will assign proper classifications, rates and premium basis by endorsement to this policy.

C. Remuneration

Premium for each work classification is determined by multiplying a rate times a premium basis. Remuneration is the most common premium basis. This premium basis includes payroll and all other remuneration paid or payable during the policy period for the services of:

1. all your officers and employees engaged in work covered by this policy; and
2. all other persons engaged in work that could make us liable under Part One (Workers Compensation Insurance) of this policy. If you do not have payroll records for these persons, the contract price for their services and materials may be used as the premium basis. This paragraph 2 will not apply if you give us proof that the employers of these persons lawfully secured their workers compensation obligations.

D. Premium Payments

You will pay all premium when due. You will pay the premium even if part or all of a workers compensation law is not valid.

E. Final Premium

The premium shown on the Information Page, schedules, and endorsements is an estimate. The final premium will be determined after this policy ends by using the actual, not the estimated, premium basis and the proper classifications and rates that lawfully apply to the business and work covered by this policy. If the final premium is more than the premium you paid to us, you must pay us the balance. If it is less, we will refund the balance to you. The final premium will not be less than the highest minimum premium for the classifications covered by this policy.

If this policy is canceled, final premium will be determined in the following way unless our manuals provide otherwise:

1. If we cancel, final premium will be calculated pro rata based on the time this policy was in force. Final premium will not be less than the pro rata share of the minimum premium.
2. If you cancel, final premium will be more than pro rata; it will be based on the time this policy was in force, and increased by our short-rate cancellation table and procedure. Final premium will not be less than the minimum premium.

F. Records

You will keep records of information needed to compute premium. You will provide us with copies of those records when we ask for them.

G. Audit

You will let us examine and audit all your records that relate to this policy. These records include ledgers, journals, registers, vouchers, contracts, tax reports, payroll and disbursement records, and programs for storing and retrieving data. We may conduct the audits during regular business hours during the policy period and within three years after the policy period ends. Information developed by audit will be used to determine final premium. Insurance rate service organizations have the same rights we have under this provision.

(Ed. 1-15)

PART SIX—CONDITIONS**A. Inspection**

We have the right, but are not obliged to inspect your workplaces at any time. Our inspections are not safety inspections. They relate only to the insurability of the workplaces and the premiums to be charged. We may give you reports on the conditions we find. We may also recommend changes. While they may help reduce losses, we do not undertake to perform the duty of any person to provide for the health or safety of your employees or the public. We do not warrant that your workplaces are safe or healthful or that they comply with laws, regulations, codes or standards. Insurance rate service organizations have the same rights we have under this provision.

B. Long Term Policy

If the policy period is longer than one year and sixteen days, all provisions of this policy will apply as though a new policy were issued on each annual anniversary that this policy is in force.

C. Transfer of Your Rights and Duties

Your rights or duties under this policy may not be transferred without our written consent.

If you die and we receive notice within thirty days after your death, we will cover your legal representative as insured.

D. Cancellation

1. You may cancel this policy. You must mail or deliver advance written notice to us stating when the cancellation is to take effect.
2. We may cancel this policy. We must mail or deliver to you not less than ten days advance written notice stating when the cancellation is to take effect. Mailing that notice to you at your mailing address shown in Item 1 of the Information Page will be sufficient to prove notice.
3. The policy period will end on the day and hour stated in the cancellation notice.
4. Any of these provisions that conflict with a law that controls the cancellation of the insurance in this policy is changed by this statement to comply with the law.

E. Sole Representative

The insured first named in Item 1 of the Information Page will act on behalf of all insureds to change this policy, receive return premium, and give or receive notice of cancellation.

PARTNERS, OFFICERS AND OTHERS EXCLUSION ENDORSEMENT

The policy does not cover bodily injury to any person described in the Schedule.

The premium basis for the policy does not include the remuneration of such persons.

You will reimburse us for any payment we must make because of bodily injury to such persons.

Schedule

Partners

Officers

Others

Tucker White, Other, 50%

Dillon White, Other, 50%

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective 02/23/2025

Policy No. 03466166 25 1

Endorsement No.

Insured F&W Tree Company

Premium

Insurance Company

Countersigned by

CompSource Mutual Insurance Company



90-DAY REPORTING REQUIREMENT—NOTIFICATION OF CHANGE IN OWNERSHIP ENDORSEMENT

You must report any change in ownership to us in writing within 90 days of the date of the change. Change in ownership includes sales, purchases, other transfers, mergers, consolidations, dissolutions, formations of a new entity, and other changes provided for in the applicable experience rating plan. Experience rating is mandatory for all eligible insureds. The experience rating modification factor, if any, applicable to this policy, may change if there is a change in your ownership or in that of one or more of the entities eligible to be combined with you for experience rating purposes.

Failure to report any change in ownership, regardless of whether the change is reported within 90 days of such change, may result in revision of the experience rating modification factor used to determine your premium.

This reporting requirement applies regardless of whether an experience rating modification is currently applicable to this policy.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective 02/23/2025
Insured F&W Tree Company

Policy No. 03466166 25 1

Endorsement No.
Premium

Insurance Company
CompSource Mutual Insurance Company

Countersigned by _____



WC 00 04 14 A
(Ed. 1-19)

Part Five—Premium Amendatory Endorsement

This endorsement amends Part Five—Premium of the policy as follows:
Part Five—Premium, Section A. (Our Manuals) is replaced by the following provision:

A. Our Manuals

All premium for this policy will be determined by our manuals of rules, rates and loss costs (as applicable), rating plans, forms, endorsements, and classifications, and such manuals are expressly incorporated by reference into, and apply to, this policy and any renewals (our manuals). As used in this policy and any renewals, our manuals means manuals that have been:

1. Developed in any format and filed by the state-designated workers compensation rating or advisory organization on our behalf with the appropriate state insurance regulatory authority; or
2. Developed in any format and filed by the respective state rating bureau on our behalf with the appropriate state insurance regulatory authority; or
3. Developed in any format and filed by us with the appropriate state insurance regulatory authority; and
4. For each or any of the three scenarios above, the manuals also must be approved for use by the appropriate state insurance regulatory authority, or as otherwise authorized by law as applicable.

We may change our manuals and apply the changes to this policy and any renewals if such manual changes are approved for use by the appropriate state insurance regulatory authority, or as otherwise authorized by law as applicable.

Part Five—Premium, Section D. (Premium Payments) is replaced by the following provision:

D. Premium Payments

You will pay all premium when due. You will pay the premium even if part or all of a workers compensation law is not valid. The due date for audit and retrospective premiums is the due date specified in the billing for the policy.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective 02/23/2025
Insured
F&W Tree Company

Policy No. 03466166 25 1

Endorsement No.
Premium

Insurance Company
CompSource Mutual Insurance Company

Countersigned by



Catastrophe (Other Than Certified Acts of Terrorism) Premium Endorsement

This endorsement is notification that we are charging premium to cover the losses that may occur in the event of a Catastrophe (Other Than Certified Acts of Terrorism) as that term is defined below. Your policy provides coverage for workers compensation losses caused by a Catastrophe (Other Than Certified Acts of Terrorism). Coverage for such losses is subject to all terms, definitions, exclusions, and conditions in your policy, and any applicable federal and/or state laws, rules, or regulations. This premium charge does not provide funding for Certified Acts of Terrorism contemplated under the Terrorism Risk Insurance Program Reauthorization Act Disclosure Endorsement attached to this policy.

For purposes of this endorsement, Catastrophe (Other Than Certified Acts of Terrorism) is defined as: A single event or peril resulting in a group of claims with aggregate workers compensation losses in excess of \$50 million. This \$50 million threshold applies per occurrence, across all states for which claims arise from a single event or peril.

The premium charge for the coverage your policy provides for workers compensation losses caused by a Catastrophe (Other Than Certified Acts of Terrorism) is shown in Item 4 of the Information Page or in the Schedule below.

Schedule

State	Rate	Premium
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This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective Insured F&W Tree Company	02/23/2025	Policy No	03466166 25 1	Endorsement No. Premium
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Insurance Company
CompSource Mutual Insurance Company

Countersigned by



Terrorism Risk Insurance Program Reauthorization Act Disclosure Endorsement

This endorsement addresses the requirements of the Terrorism Risk Insurance Act of 2002 as amended and extended by the Terrorism Risk Insurance Program Reauthorization Act of 2019. It serves to notify you of certain limitations under the Act, and that your insurance carrier is charging premium for losses that may occur in the event of an Act of Terrorism.

Your policy provides coverage for workers compensation losses caused by Acts of Terrorism, including workers compensation benefit obligations dictated by state law. Coverage for such losses is still subject to all terms, definitions, exclusions, and conditions in your policy, and any applicable federal and/or state laws, rules, or regulations.

Definitions

The definitions provided in this endorsement are based on and have the same meaning as the definitions in the Act. If words or phrases not defined in this endorsement are defined in the Act, the definitions in the Act will apply.

“Act” means the Terrorism Risk Insurance Act of 2002, which took effect on November 26, 2002, and any amendments thereto, including any amendments resulting from the Terrorism Risk Insurance Program Reauthorization Act of 2019.

“Act of Terrorism” means any act that is certified by the Secretary of the Treasury, in consultation with the Secretary of Homeland Security, and the Attorney General of the United States, as meeting all of the following requirements:

- a. The act is an act of terrorism.
- b. The act is violent or dangerous to human life, property, or infrastructure.
- c. The act resulted in damage within the United States, or outside of the United States in the case of the premises of United States missions or certain air carriers or vessels.
- d. The act has been committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

“Insured Loss” means any loss resulting from an act of terrorism (and, except for Pennsylvania, including an act of war, in the case of workers compensation) that is covered by primary or excess property and casualty insurance issued by an insurer if the loss occurs in the United States or at the premises of United States missions or to certain air carriers or vessels.

“Insurer Deductible” means, for the period beginning on January 1, 2021, and ending on December 31, 2027, an amount equal to 20% of our direct earned premiums during the immediately preceding calendar year.

Limitation of Liability

The Act limits our liability to you under this policy. If aggregate Insured Losses exceed \$100,000,000,000 in a calendar year and if we have met our Insurer Deductible, we are not liable for the payment of any portion of the amount of Insured Losses that exceeds \$100,000,000,000; and for aggregate Insured Losses up to \$100,000,000,000, we will pay only a pro rata share of such Insured Losses as determined by the Secretary of the Treasury.

Policyholder Disclosure Notice

1. Insured Losses would be partially reimbursed by the United States Government. If the aggregate industry Insured Losses occurring in any calendar year exceed \$200,000,000, the United States Government would pay 80% of our Insured Losses that exceed our Insurer Deductible.
2. Notwithstanding item 1 above, the United States Government will not make any payment under the Act for any portion of Insured Losses that exceed \$100,000,000,000.
3. The premium charge for the coverage your policy provides for Insured Losses is included in the amount shown in Item 4 of the Information Page or in the Schedule below.

	Schedule	
State	Rate	Premium

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective	02/23/2025	Policy No	03466166 25 1	Endorsement No.
Insured				Premium
F&W Tree Company				

Insurance Company
CompSource Mutual Insurance Company

Countersigned by



AUDIT NONCOMPLIANCE CHARGE ENDORSEMENT

Part Five - Premium, Section G. (Audit) of the Workers Compensation and Employers Liability Insurance Policy is revised by adding the following :

If you do not allow us to examine and audit all of your records that relate to this policy, and/or do not provide audit information as requested, we may apply an Audit Noncompliance Charge. The method for determining the Audit Noncompliance Charge by state, where applicable, is shown in the Schedule below.

If you allow us to examine and audit all of your records after we have applied an Audit Noncompliance Charge, we will revise your premium in accordance with our manuals and Part 5 - Premium, E. (Final Premium) of this policy.

Failure to cooperate with this policy provision may result in the cancellation of your insurance coverage, as specified under the policy.

Note:

For coverage under state approved workers compensation assigned risk plans, failure to cooperate with this policy provision may affect your eligibility for coverage.

Schedule

State(s)	Basis of Audit Noncompliance Charge	Maximum Audit Noncompliance Charge Multiplier
Oklahoma	Estimated Annual Premium	2

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective 02/23/2025
 Insured F&W Tree Company
 Insurance Company
 CompSource Mutual Insurance Company

Policy No. 03466166 25 1
 Countersigned by

Endorsement No.
 Premium



OKLAHOMA EMPLOYERS LIABILITY AMENDED COVERAGE ENDORSEMENT

This endorsement applies only to the insurance provided by Part Two (Employers Liability Insurance) because Oklahoma is shown in Item 3.A. of the Information Page.

1. Section B. **We Will Pay** is replaced by the following:

B. We Will Pay

We will pay all sums you legally must pay as damages because of bodily injury to your employees, provided the bodily injury is covered by this Employers Liability Insurance.

The damages we will pay, where recovery is permitted by law, include damages:

1. for which you are liable to a third party by reason of a claim or suit against you by the third party to recover the damages claimed against such third party as a result of injury to your employee; and
2. for care and loss of services.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective 02/23/2025
Insured F&W Tree Company

Policy No. 03466166 25 1

Endorsement No.
Premium

Insurance Company
CompSource Mutual Insurance Company

Countersigned by _____



OKLAHOMA EMPLOYERS LIABILITY INTENTIONAL TORT EXCLUSION ENDORSEMENT

Part Two—Employers Liability Insurance, C—Exclusions, 5. is replaced by the following:

This insurance does not cover:

5. bodily injury intentionally caused or aggravated by you, or bodily injury that you knew or should have known was substantially certain to occur from an act caused, committed, or aggravated by you;

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective 02/23/2025

Policy No 03466166 25 1

Endorsement No.

Insured F&W Tree Company

Premium

Insurance Company

CompSource Mutual Insurance Company

Countersigned by



WC 35 03 03

(Ed. 03-11)

OKLAHOMA CANCELLATION, NONRENEWAL AND CHANGE ENDORSEMENT

This endorsement applies to the insurance provided by the policy because Oklahoma is shown in Item 3.A. of the Information Page.

The **Cancellation** Condition in Part Six (Conditions) of the policy is replaced by the following condition:

D. Cancellation

1. You may cancel this policy. You must mail or deliver to us not less than 30 days advance written notice stating when the cancellation is to take effect. Cancellation of coverage will be effective at 12:01 a.m. thirty (30) days after the date the cancellation notice is received by us, unless a later date is specified in the notice to us. You may cancel this policy effective less than 30 days after written notice is received by us where you have obtained other coverage or have become a self-insurer.
2. We may cancel this policy. We will mail to you advance written notice stating when the cancellation is to take effect.
 - a. At any time during the policy period, we may cancel for nonpayment of premium. If we cancel for nonpayment of premium, we will mail notice of cancellation to you and to the Workers Compensation Commission at least 10 days before the cancellation is to take effect.
 - b. If we cancel this policy for a reason other than nonpayment of premium, we will mail notice of cancellation to you and to the Workers Compensation Commission at least 30 days before the cancellation is to take effect.
 - c. If this policy has been in effect for more than 45 business days or is a renewal policy, we may cancel for only one or more of the following reasons:
 - (1) Nonpayment of premium;
 - (2) Discovery of fraud or material misrepresentation in the procurement of the insurance or with respect to any claims submitted under it;
 - (3) Discovery of willful or reckless acts or omissions on the part of the named insured which increase any hazard insured against;
 - (4) The occurrence of a change in the risk which substantially increases any hazard insured against after insurance coverage has been issued or renewed;
 - (5) A violation of any local fire, health, safety, building, or construction regulation or ordinance with respect to any insured property or the occupancy thereof which substantially increases any hazard insured against;
 - (6) A determination by the Insurance Commissioner that the continuation of the policy would place the insurer in violation of the insurance laws of this state;
 - (7) Conviction of the named insured of a crime having as one of its necessary elements an act increasing any hazard insured against; or
 - (8) Loss of or substantial changes in applicable reinsurance.
3. Mailing notice of cancellation to you at your mailing address shown in Item 1 of the Information Page will be sufficient to prove notice.
4. The policy period will end on the day and hour stated in the cancellation notice.
5. Any of these provisions that conflict with a law that controls the cancellation of the insurance in this policy is changed by this statement to comply with the law.

Part 6 (Conditions) of the policy is amended by adding the following provisions:

F. Nonrenewal

1. If we elect not to renew this policy, we will mail or deliver written notice of nonrenewal to you at least 45 days before:
 - a. The expiration date of this policy; or
 - b. An anniversary date of this policy, if it is written for a term longer than one year or with no fixed expiration date.
2. Any notice of nonrenewal will be mailed or delivered to you at the mailing address shown in Item 1 of the Information Page. If notice is mailed:
 - a. It will be considered to have been given to you on the day it is mailed.
 - b. Proof of mailing will be sufficient proof of notice.

(Ed. 2-14)

3. If notice of nonrenewal is not mailed or delivered at least 45 days before the expiration date or an anniversary date of this policy, coverage will remain in effect until 45 days after notice is given. Earned premium for such extended period of coverage will be calculated pro rata based on the rates applicable to the expiring policy.
4. We will not provide notice of nonrenewal if:
 - a. We, or another company within the same insurance group, have offered to issue a renewal policy; or
 - b. You have obtained replacement coverage or have agreed in writing to obtain replacement coverage.
5. If we have provided the required notice of nonrenewal as described above, and thereafter extend the policy for a period of 90 days or less, we will not provide an additional nonrenewal notice with respect to the period of extension.

G. Notice of Premium or Coverage Changes Upon Renewal

1. If we elect to renew this policy, we will give written notice of any premium increase, change in deductible, or reduction in limits or coverage, to you, at the mailing address shown in Item 1 of the Information Page.
2. Any such notice will be mailed or delivered to you at least 45 days before:
 - a. The expiration date of this policy; or
 - b. An anniversary date of this policy, if it is written for a term longer than one year or with no fixed expiration date.
3. If notice is mailed:
 - a. It will be considered to have been given to you on the day it is mailed.
 - b. Proof of mailing will be sufficient proof of notice.
4. If you accept the renewal, the premium increase or deductible, limits or coverage changes will be effective the day following the prior policy's expiration or anniversary date.
5. If notice is not mailed or delivered at least 45 days before the expiration date or anniversary date of this policy, the premium, deductible, limits and coverage in effect prior to the changes will remain in effect until the earlier of:
 - a. 45 days after notice is given; or
 - b. The effective date of replacement coverage obtained by you.
6. If you then elect not to renew, any earned premium for the resulting extended period of coverage will be calculated pro rata at the lower of the new rates or rates applicable to the expiring policy.
7. We will not provide notice of the following:
 - a. Changes in a rate or plan filed with or approved by the Insurance Commissioner or filed pursuant to the Property and Casualty Competitive Loss Cost Rating Act and applicable to an entire class of business; or
 - b. Changes based upon the altered nature or extent of the risk insured; or
 - c. Changes in policy forms filed with or approved by the Insurance Commissioner and applicable to an entire class of business.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective 02/23/2025
 Insured F&W Tree Company

Policy No. 03466166 25 1

Endorsement No.
 Premium

Insurance Company
 CompSource Mutual Insurance Company

Countersigned by _____



OKLAHOMA FRAUD WARNING ENDORSEMENT

This endorsement applies only to the insurance provided by the Policy because Oklahoma is shown in Item 3.A. of the Information Page.

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.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective 02/23/2025 Policy No 03466166 25 1 Endorsement No.
Insured F&W Tree Company Premium

Insurance Company
CompSource Mutual Insurance Company

Countersigned by





Workers Compensation and Employer Liability Insurance Policy

Covered Location(s) Endorsement

Policy number: 03466166 25 1

Effective date: 02/23/2025

Expiration date: 02/23/2026

This endorsement amends "General Section -- E. Locations" of your Workers' Compensation and Employers' Liability Insurance policy (form number WC 99 03 06). This policy covers:

1. All of your workplaces listed in Items 1 or 4 of the Information Page and the Schedule of Locations shown on your Extension of Information Page;
2. Any businesses listed on the Schedule of Named Insured Extension of Information Page on the policy;
3. All other workplaces in the State of Oklahoma unless you have other insurance or are self-insured for such workplaces.

As a condition of the contract of insurance, it is the responsibility of the insured to notify CompSource Mutual Insurance Company of any additions or deletions to the locations shown on your policy. Failure to notify CompSource Mutual Insurance Company of additional location(s) or additional business location(s) will constitute grounds for denial of claims arising at such location(s).



Workers Compensation and Employers' Liability Insurance Policy

Final Premium Amendatory Endorsement

Policy number: 03466166 25 1

Effective date: 02/23/2025

Expiration date: 02/23/2026

The following amends the policy: Part Five, Premium

Section E is amended to read:

E. Final Premium

The final premium shown on the Information Page, schedules, and endorsements is an estimate. The final premium will be determined after this policy ends by using the actual, not the estimated, premium basis and the proper classifications and rates that lawfully apply to the business and work covered by this policy. If the final premium is more than the premium you paid to us, you must pay us the balance. If it is less, the credit amount will be applied first to any outstanding premium. You may elect to have any balance remaining refunded to you. In the absence of a written request for a refund, the balance will be maintained as a credit on your account. The final premium will not be less than the highest minimum premium for the classifications covered by this policy.

If this policy is canceled, final premium will be determined in the following way unless our manuals provide otherwise:

1. If we cancel, final premium will be calculated pro rata based on the time this policy was in force. Final premium will not be less than the pro rata share of the minimum premium.
2. If you cancel, final premium will be more than pro rata; it will be based on the time this policy was in force, and increased by our short-rate cancellation table and procedure. Final premium will not be less than the minimum premium.



Workers Compensation and Employers Liability Insurance Policy

Audit Amendatory Endorsement

Policy number: 03466166 25 1

Effective date: 02/23/2025

Expiration date: 02/23/2026

The following amends the policy: Part Five, Premium

Section G is amended to read:

G. Audit

You will let us examine and audit all your records that relate to this policy. These records include ledgers, journals, registers, vouchers, contracts, tax reports, payroll and disbursement records, and programs for storing and retrieving data. We may conduct the audits during regular business hours during the policy period and within three years after the policy period ends. Information developed by audit will be used to determine final premium. Insurance rate service organizations have the same rights we have under this provision. Audits cannot be contested unless we receive, within 180 days of cancellation or expiration date, a written request defining and/or documenting the reason for contesting the audit.



Workers Compensation and Employers Liability Insurance Policy

Premium Amendatory Endorsement

Policy number: 03466166 25 1

Effective date: 02/23/2025

Expiration date: 02/23/2026

The following adds to the policy: Part Five, Premium

H. **Deposit**

The deposit placed with CompSource Mutual Insurance Company at the inception of this policy or at any renewal thereof by policyholder is to be retained by CompSource Mutual Insurance Company until after final audit is closed after the termination of this policy. After the final audit, said deposit will be applied toward payment of any past due premium determined by the final audit. It will not be applied to any amounts due CompSource Mutual Insurance Company from the policyholder until that time.



Workers Compensation and Employers Liability Insurance Policy

Venue Amendatory Endorsement

Policy number: 03466166 25 1

Effective date: 02/23/2025

Expiration date: 02/23/2026

The following amends the policy: Part Six, Conditions

The following is added to the policy:

H. Venue

Venue for dispute of the terms, conditions or requirements, or the interpretation of the terms, conditions or requirements of this policy shall be in the District Court of Oklahoma County, Oklahoma



Workers Compensation and Employers Liability Policy

Notification of Settlement

Business name: F&W Tree Company
Policy number: 03466166 25 1

Title 85 et. al. provides:

A good faith effort shall be made on the part of any insurance carrier, CompSource Mutual Insurance Company, or group self-insured plan to notify an insured employer of the possibility of, and/or terms of, any settlement of a workers' compensation case pursuant to this section. Written comments or objections to settlements shall be filed with the Workers' Compensation Commission and periodically shared with the management of the applicable insurer. A written notice shall be made to all policyholders of their right to a good faith effort by their insurer to notify them of any proposed settlement, if the policyholder so chooses.

CompSource Mutual Insurance Company will automatically notify you, in writing, of any settlement in the Oklahoma Workers' Compensation Commission or any other court of competent jurisdiction in another state.



Workers Compensation and Employer Liability Insurance Policy

Other States Insurance Endorsement

Policy number: 03466166 25 1

Effective date: 02/23/2025

Expiration date: 02/23/2026

"Part Three-Other State Insurance" of the policy is replaced by the following:

Part Three Other States Insurance

A. How this insurance applies

- I. We will pay promptly when due the benefits required of you by the workers compensation law of any state not listed in Item 3.A. of the Information Page if all of the following conditions are met:
 - a. The employee claiming benefits was either hired under a contract of employment made in a state listed in Item 3.A. of the Information Page or was, at the time of injury, principally employed in a state listed in Item 3.A. of the Information Page and;
 - b. The employee claiming benefits is not claiming benefits in a state where, at the time of injury, (I) you have other workers compensation insurance coverage, or (II) you were, by virtue of the nature of your operations in that state, required by that state's law to have obtained separate workers compensation insurance coverage, or (III) you are an authorized self-insurer or participant in a self-insured group plan; and
 - c. The duration of the work being performed by the employee claiming benefits in the state for which that employee is claiming benefits is temporary.
- II. If we are not permitted to pay the benefits directly to persons entitled to them and all of the above conditions are met, we will reimburse you for the benefits required to be paid.
- III. This insurance does not apply to fines or penalties arising out of your failure to comply with the requirements of the workers compensation law.

Important Notice!

If you hire any employees outside those states listed in Item 3.A. on the Information Page or begin operations in any such state, you should do whatever may be required under that state's law, as this endorsement does not satisfy the requirements of that state's workers compensation law.



Workers Compensation and Employers Liability Insurance Policy

Participating Endorsement Sliding Scale Dividend Plan

Policy number: 03466166 25 1
Effective date: 02/23/2025
Expiration date: 02/23/2026

You may be entitled to a portion of the company's earnings in the form of a dividend to such extent and upon such conditions as shall be determined by CompSource Mutual's Board of Directors and in accordance with applicable law. To be eligible:

1. This policy must have a term completed in the 12 months prior to the record date (as determined by CompSource Mutual's Board of Directors); and
2. This policy must be in force as of the record date and applicable distribution date with no gap in coverage; and
3. The policyholder must be compliant with all policy terms and conditions; and
4. No dividend will be paid if the policy is cancelled prior to normal policy expiration.

Dividend calculations are based on premium and incurred losses, including allocated loss adjustment expenses based on the last completed term.

When calculating any dividend, we will include the premium minus any return premium or refund for the applicable policy term.

Purchasing this policy does not create any contractual right to a dividend. Dividends are not guaranteed. Approval of dividends is at the sole and absolute discretion of CompSource Mutual's Board of Directors.

OKLAHOMA FARM BUREAU INS AGENTS INC
2501 N STILES AVENUE
OKLAHOMA CITY OK 73105

OKLAHOMA FARM BUREAU INS AGENTS INC
2501 N STILES AVENUE
OKLAHOMA CITY OK 73105



Workers Compensation and Employers Liability Insurance Policy

RE: Renewal Policy Declaration Pages

Dear Agent:

Enclosed you will find two sets of CompSource Mutual Insurance Company Renewal Policy Information Pages. One copy is for your records and the other copy should be provided to the policyholder.

Thank you for continuing to select CompSource Mutual Insurance Company as your clients' Workers' Compensation carrier.

Should you have any questions or need assistance, please contact us at our toll-free number (800) 347-3863 or (405) 232-7663, option 3, extension 5108.

Sincerely,

Underwriting Department



Hull & Company, LLC
14785 Preston Rd., Suite 675
Dallas, TX 75254
(972)789-1962 Fax: (866)513-9053
Managing General Agents ■ Wholesale Insurance Brokers

INSURANCE BINDER

February 05, 2024

TO: Laura Bishop
Oklahoma Farm Bureau Insurance Agents, Inc-Oklahom
Po Box 53332
Oklahoma City, OK 73152

Assigned Policy No: 102B002717

Renewal of Policy #: 102B002663

Assured: F & W Tree Company

Address: 507 W HARPER , Fletcher, OK 73541

Insurer: Burlington Insurance Company - (Non-Admitted)

Limits: See Attached

Minimum Earned Percent: 25.00 %

Premium:	\$1,100.00
Policy Fee	\$150.00
OK SL Tax(6%)	\$75.00
Clearinghouse	\$2.19
Total:	\$1,327.19

Commission: 10%

Hull & Company, LLC is responsible for collecting and filing the Surplus Lines taxes.

Rate (if applicable): See Attached

Type of Insurance: See Attached

Effective Date: 02/23/2024

Term of Policy Coverage: 02/23/2024 to 02/23/2025

Deductible/Self Insured Retention: See Attached

Special Provisions/Exclusions: (Include but are not limited to, the following terms, conditions and exclusions)

This binder is being offered on the basis indicated. It is incumbent upon you to ascertain the accuracy of the binder and to review with the insured the terms of the binder carefully, as the coverage, terms and conditions may be different than those you requested. **PROPERTY DISCLAIMER:** Client ultimately selects insured values. Standard Company and/or ISO forms are applicable; terms conditions and exclusions include but are not limited to those attached. If changes or corrections are required, please notify our office in writing immediately. Changes may require carrier approval and will be issued by endorsement as your office is not granted binding authority. Please advise your client that the policy dictates the actual terms of coverage and in the event of differences, the policy prevails.

This binder is effective from 02/23/2024 to 03/24/2024 12:01 a.m. The issued policy will supersede the binder. Please be sure to check the carrier's A. M. Best rating to satisfy you and your client's interests.

This is a premium bearing binder. The annual premium is due with your Hull & Company, LLC statement, unless otherwise noted.

Melissa Lawrence

Underwriter/Broker
(214)217-8424
melissa.lawrence@hullco.com

NO FLAT CANCELLATIONS
NON-PAYMENT - REQUEST OF BROKER
OR PREMIUM FINANCE - COMPUTED SHORT RATE

If the retail agent issues a certificate of insurance or evidence of insurance, it must be according to the terms of the binder and the insurance policy. Any request to change, endorse or modify the terms of the binder or the insurance policy must be submitted in writing to the insurance company for its advanced written approval and shall not be effective if communicated by means of a certificate of insurance or evidence of insurance. Hull & Company, LLC ("Broker") disclaims and undertakes no responsibility for incorrectly issued or inaccurate certificates or evidence of insurance. Broker will provide copies of certificates or evidence of insurance issued by the retail agent to the respective insurance companies only if required by such insurance company. Be advised that the insurance company(ies) may or may not review and/or approve a certificate or evidence of insurance. If Producer provides copies of certificates or evidence of insurance to Broker, Broker will not review, analyze or otherwise comment on the accuracy, completeness or propriety of any certificate or evidence. Submission of a certificate or evidence of insurance to our office and/or the insurance company's office does not constitute approval of the certificate or evidence.



COMMERCIAL GENERAL LIABILITY
BINDER

Date : 02/05/2024
Producer / MGA: 0102 - Hull & Company, LLC, 14785 Preston Road, Suite 675, Dallas, TX 75225
Attention :

Applicant : F & W Tree Company LLC
DBA :
Principal Address: 507 W Harper, FLETCHER, OK 73541, USA

Assigned Policy Number : 102B002717 Expiring Policy # : 102B002663
Insurance Company : The Burlington Insurance Company
Proposed Policy Period : 02/23/2024 To 02/23/2025

SL Broker License # :

PREMIUM SUMMARY

		TRIA Accept	TRIA Premium	TRIA Tax
General Liability Premium :	\$ 1,100.00	No	\$ 200.00	\$ 12.00
Policy Fee :	\$ 150.00			
Surplus Lines Tax :	\$ 75.00			
Stamping Fee :	\$ 2.19			
Advance Premium (for policy period) :	\$ 1,327.19			
Total Including TRIA (If accepted) :	\$ 1,327.19			

This Binder is valid for 30 days from the date of this binder or until the policy effective date, whichever occurs first.

THIS BINDER IS SUBJECT TO THE FOLLOWING:

Subject To	Due By
<input type="checkbox"/> Receipt of the completed Acord Application signed and dated by the insured	03/24/2024
<input type="checkbox"/> Receipt of the completed TRIA selection/rejection form signed and dated by the insured, Form C 12 20 (completed/signed to reflect insureds decision to elect or reject terrorism coverage).	03/24/2024

COMMERCIAL GENERAL LIABILITY

LIMITS OF LIABILITY

General Aggregate	\$	2,000,000
Products Completed Ops Aggregate Limit	\$	Incl. In Gen. Agg.
Personal Advertising Injury	\$	1,000,000
Each Occurrence	\$	1,000,000
Damages to Premises Rented to You	\$	100,000
Medical Expense	\$	5,000
Deductible	\$	1000
Deductible Type/Deductible Basis		Property Damage Per Claim

COMMERCIAL GENERAL LIABILITY CLASSIFICATIONS

Location1 - Building 1
507 W Harper, FLETCHER, OK 73541

Class	Description	State/Terr	Rate	Exposure	Basis	Limit	Premium	
99777	Tree Pruning, Dusting, Spraying, Repairing, Trimming Or Fumigating	OK / 3	27.840	35,000	Payroll		\$ 974.00	Prem/Ops
			0.000				\$ 00.00	Products

Location1 - Building 1
507 W Harper, FLETCHER, OK 73541

Class	Description	State/Terr	Rate	Exposure	Basis	Limit	Premium	
97047	Landscape Gardening	OK / 3	12.739	If Any	Payroll		\$ 00.00	Prem/Ops
			0.000				\$ 00.00	Products

GL Premium Subject to Minimum Premium \$ 974.00

Total GL Coverage part premium \$974.00 is less than the GL minimum premium \$1100.00.
The General Liability Premium subject to Minimum Premium has been set to the minimum premium. \$ 1100.00

Premium for Coverages in Addition to Minimum Premium \$ 0.00

Total General Liability Premium \$ 1,100.00

POLICY ENDORSEMENTS/EXCLUSIONS

IFG-I-0002	08 21	Policy Cover Page
IFG-I-0101	03 18	Common Policy Declarations
IFG-I-0150	03 03	Listing of Forms and Endorsements
IFG-I-0402	04 19	Service of Suit Amendment
IL 01 79	10 02	Oklahoma Notice

GL ENDORSEMENTS/EXCLUSIONS

BG-G-004	11 21	Exclusion - Lead-Bearing Substance
BG-G-005	03 17	Exclusion - Punitive Damages
BG-G-007	11 21	Exclusion - Asbestos, Silica or Other Similar Fibrous Or Mineral Substances
BG-G-446-ST	03 17	Amendment - Section I Insuring Agreement
BG-I-015	03 17	25% Minimum Earned Premium
CG 00 01	04 13	Commercial General Liability Coverage Form
CG 21 32	05 09	Communicable Disease Exclusion
CG 21 47	12 07	Employment-Related Practices Exclusion
CG 21 67	12 04	Fungi or Bacteria Exclusion
CG 24 26	04 13	Amendment Of Insured Contract Definition
GSG-G-016	04 19	Excl-Aircraft Products & Grounding
IFG-G-0002-DL	05 03	Commercial General Liability Declarations
IFG-G-0086	04 19	Total Pollution Exclusion
IFG-G-0190	03 17	Amendment - Aircraft, Auto Or Watercraft Exclusion
IFG-G-0192	03 17	Personal And Advertising Injury Amended
IFG-G-0197	05 15	Amendment - Employer's Liability Exclusion
IFG-G-0241	03 21	NY - Excl - Any Constr or Contr
IFG-G-0300	01 21	Exclusion Of Certified Acts Of Terrorism And Exclusion Of Other Acts Of Terrorism Committed Outside Of The United States
IFG-I-1004	11 21	Exclusion - Cyber Incident
IL 00 17	11 98	Common Policy Conditions
IL 00 21	09 08	Nuclear Energy Liability Exclusion Endorsement
IL 02 36	09 07	Oklahoma Changes - Cancellation And Nonrenewal
IL P 001	01 04	U.S. Treasury Department's Office of Foreign Assets Control ("OFAC") Advisory Notice to Policyholders

GL CLASS SPECIFIC ENDORSEMENTS/EXCLUSIONS

BG-G-084	03 17	Exclusion - Land Subsidence
BG-G-119	11 17	Definition - Employee
BG-G-345	06 19	Exclusion - Condominium, Cooperative, Townhouse, Rowhouse or Tract Home Construction Projects
BG-G-439	03 17	Amendment - Mobile Equipment Exclusion
CG 03 00	01 96	Deductible Liability Insurance
CG 21 54	12 19	Exclusion - Designated Operations Covered By A Controlled (Wrap-Up) Insurance Program
CG 22 64	04 13	Pesticide Or Herbicide Applicator Coverage
IFG-G-0085	03 17	Exclusion - Unscheduled Owned, Leased Or Rented Premises Or Locations Or Unscheduled Operations
IFG-G-0108	04 19	Exclusion - Cannabis Or Synthetic Substitutes
IFG-G-0159	03 17	Exclusion - Snow Or Ice Removal Operations
IFG-G-0196	04 19	Premium Audit Condition - Construction And Service Trades - Audit And Deposit Premium
IFG-G-0208	04 19	Exclusion - Injury To Independent Contractors/Subcontractors
IFG-G-0246	03 17	Exclusion - Forestry Services

Special Disclosure on Terrorism To Applicant

Applicant has rejected coverage made available under Terrorism Risk Insurance Program. Premium for such coverage would have been an additional 15% of the General Liability premium or \$200 (whichever is greater).

Per Terrorism Risk Insurance Act, as amended, the United States Government will pay a share of losses caused by certified acts of terrorism. The federal share is 80% of covered terrorism losses exceeding the statutorily established deductible paid by the insurer.

THIS IS TO ADVISE THE APPLICANT THAT THE TERRORISM RISK INSURANCE ACT, AS AMENDED, CONTAINS A \$100 BILLION CAP THAT LIMITS U.S. GOVERNMENT REIMBURSEMENT AS WELL AS INSURERS' LIABILITY FOR LOSSES RESULTING FROM CERTIFIED ACTS OF TERRORISM WHEN THE AMOUNT OF SUCH LOSSES IN ANY ONE CALENDAR YEAR EXCEEDS \$100 BILLION. IF THE AGGREGATE INSURED LOSSES FOR ALL INSURERS EXCEED \$100 BILLION, YOUR COVERAGE MAY BE REDUCED.

Broker must have on file a properly executed Form C 12 20 "Policyholder Disclosure Notice of Terrorism Insurance Coverage" upon binding coverage.

Coverage is offered on a Non-Admitted Basis. The Policy is subject to the Surplus Lines Laws in your state. You should make every effort to comply with any special provisions and regulations of your State. You must add all applicable Taxes and Fees to the quoted premium. You are responsible for the collection and remittance of surplus lines taxes to be filed directly with the applicable state(s).

Cancellation provisions - per policy forms.

State amendatory endorsements, if applicable.

Coverage shall be subject to all terms and conditions of the policy to be issued which when issued will replace any and all of our quote(s) and/or binder(s) without any further notice.

Please read all terms and conditions shown above carefully as they may not conform to the specifications shown in your submission.

Transmittal Disclaimer

This fax or email message is strictly confidential and is intended solely for the person or organization to which it is addressed. It may contain privileged and confidential information and, if you are not the intended recipient, you must not copy or distribute it or take action in reliance on it. If you have received this message in error, please notify the sender as soon as possible.

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: <u>Colbie.Garrett@lawtonok.gov</u> ACCEPTING ELECTRONIC BIDS ON: <u>www.bidnetdirect.com/oklahoma/cityoflawton</u>	
Date Bid Typed: January 20, 2025	Dates Bid Advertised: January 22, 2025	No Bids Received After: February 19, 2025 2 : 00pm	
Contract Number and Title: CL25-019 Nuisance Abatement		Requirements-type Contract:	Contract Period: 12 months
The Bid Opening and Pre-Bid Conference are held at Lawton City Hall 2nd Floor Conference Room 212 SW 9 th Street Lawton, OK 73501.		Mandatory Pre-Bid Conference: January 31, 2025 at 3:00pm	
Vendor Name and Point of Contact: VL LAWN SERVICE LLC TONY LEAKE		Reason for No Bid:	
Mailing Address: 303 NW COMPASS DR		Terms:	
City: State: Zip: LAWTON, OK 73505	Delivery:		
Area Code and Phone Number: 580-713-2340	Email Address: vllawnservice@yahoo.com		
Federal Employer Identification Number or Social Security Number 99-2377852			

THIS BID INVALID IF NOT SIGNED AND NOTARIZED

AFFIDAVIT: STATE OF OKLAHOMA COUNTY OF COMANCHE

VL LAWN SERVICE LLC.

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

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



SIGNATURE OF AUTHORIZED AGENT

TONY B Leake OWNER

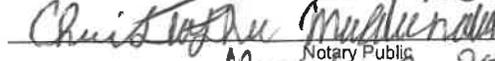
PRINT/TYPE NAME/TITLE

Firm: VL Lawn Service

Address: 303 NW Compass Dr.
Lawton, OK 73505
(City, State, Zip)

Phone: 580-713-2340

Subscribed & sworn before me this 10 day of Feb, 2025.

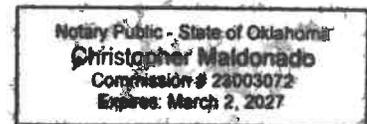

Notary Public

My Commission expires: March 2, 2027

INVITATION TO BID AND CONTRACT
PAGE 1 OF 11

[AFFIX SEAL]

FORM REVISED 6/5/24



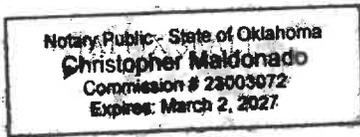
AFFIDAVIT FOR PAYMENTS IN EXCESS OF \$25,000.00
CITY OF LAWTON, STATE OF OKLAHOMA

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.

VL LAWN SERVICE LLC

Business Name / Contractor Name



Signed

Print: TONY LEAKE

Attested to before me this 19 day of Feb 2025


Notary Public

My Commission Expires March 2 2027

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.

580-713-2340

Contract Number

Date

18 FEB 25

TONY LEAKE- VL LAWN SERVICE LLC

Name of Contractor (Print)

Signature, Member of Firm or Officer of Corporation

OWNER

Title

CL25-019
Bid Title: Nuisance Abatement
DEPARTMENT/DIVISION: Neighborhood Services

VL LAWN SERVICE LLC

Vendor Name: _____
(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: \$ 65.00

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 Joshua White, Neighborhood Services Division, at 580-581-3371 or Joshua.white@lawtonok.gov.

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

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

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

ELECTRONIC SEALED BIDS: The Electronic Bid Submission (EBS) is the electronic transfer of proposal bid data between a supplier and a contracting authority. The EBS feature on Bidnet Direct allows suppliers to submit bids/proposals online via Bidnet Direct. The EBS feature includes safeguards to ensure the security and authenticity of the material being transferred. Vendors must be registered at to <https://www.bidnetdirect.com/oklahoma> participate in EBS. Submitted documents are stored securely with a high level of security. All bids remain encrypted and not readable until bids are opened by the buyer and only after the closing date and time have passed.

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

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

6. **AWARDS:**
- a. As the best interest of the City may require, the right is reserved to:
 - 1. Award by individual item, group of items, all or none, or a combination thereof.
 - 2. Award based upon a geographical district basis with one or more suppliers.
 - 3. To reject any and all bids or waive any minor irregularity or technicality in bids received.
 - b. Bidder/vendors are cautioned to make no assumptions regarding their success on the awarding of any contract unless their bid has been evaluated as being responsive, the contract awarded by City Council, and appropriate documents executed. The City of Lawton reserves the right to add or delete any item from this contract when deemed to be in the City's best interest.
7. **ACCEPTANCE OF CONTRACT:** This document constitutes only the bidder/vendor's bid until it is accepted by the City Council for the City of Lawton and is executed by the Mayor and City Clerk on behalf of the City of Lawton.
8. **WAIVER:** The City of Lawton reserves the right to waive any General Provisions, Special Provision, or minor specification deviation when considered to be in the best interest of the City.
9. **CHANGES TO SPECIFICATIONS:** Bids are to be submitted in accordance with the specifications provided. Any exceptions to the specifications must be indicated in the place provided on the specification page(s) or by separate letter from the bidder/vendor, if a place is not provided in the specifications. Changes in specification reducing the quality, versatility or applicability of the product or service shall cause the rejection of the bid. The City shall make the final determination. Failure to notice the City of the deviation from the specification may cause the bid to be rejected at the discretion of the City.
10. **MISTAKES:** Bidder/Vendors are expected to examine the specifications, delivery schedule, bid prices and all instructions pertaining to supplies and services. Failure to do so will be at bidder/vendor's risk. In all cases, the UNIT PRICE WILL GOVERN.
11. **INFORMATION:** The bidder/vendor must provide information pertinent to items you are bidding. Complete catalogues are not necessary. If furnished, however, the bidder/vendor must identify the exact location in the catalogue and circle or identify clearly the item being bid.
12. **MANUFACTURERS' NAMES AND APPROVED EQUIVALENTS:** Any manufacturers' names, trade name brand names, information and/or catalog numbers listed in a specification are for information and not intended to limit competition. The bidder/vendor may offer any brand for which he is an authorized representative, which meets or exceeds the specification for any item(s). If bids are based on equivalent products, indicate on the bid form the manufacturer's name and model number. Bidder/Vendor shall submit with his proposal sketches, descriptive literature, and/or complete specifications. References to literature submitted with a previous bid will not satisfy this provision. The bidder/vendor shall also explain in detail the reason(s) why the proposed equivalent will meet the specifications and not be considered an exception thereto. Bids, which do not comply with these requirements, are subject to rejection. Bids lacking any written indication of intent to quote an alternate brand will be received and considered to be in complete compliance with the specifications as listed on the bid form.

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

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

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

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

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

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

35. **BONDS:** Neither Bidder's Bonds or Performance Bonds are required unless specifically set forth in the specifications attached hereto. If Bonds are required, the same shall be held under the following requirements and specifications unless otherwise indicated:
- a. Bidder's Bonds: If required as a part of the specifications on this contract, bids filed with the Municipal Clerk must be accompanied by a Bidder's Bond, certified check or cashier's check in the amount state made payable to the City of Lawton. This amount will be retained by the City as damages in the event successful bidder/vendor fails to comply with the terms of this agreement, but shall in no way act as a remedy or limitation on damages available to the City, which may pursue any and all other remedies available either in equity or at law. All Deposits and Bonds will be returned to the unsuccessful bidder/vendor's within a reasonable time after the contract has been awarded, and to the successful bidder/vendor upon full performance of the contract. Bonds or funds deposited do not accrue interest while held.
 - b. Performance Bonds: If a performance Bond is required under the specifications of this agreement, the successful bidder/vendor must, prior to the award of the contract, post the bond, certified check or cashiers ck in the amount stated made payable to the City of Lawton. The Bidder's bond posted will be returned to the successful bidder/vendor upon posting of the Performance Bond and completion of any additional requirements for execution of the contract by the bidder/vendor. The performance bond will be released or returned to the bidder/vendor, as appropriate, after satisfactory completion of the contract and the performance period as stated in the specifications attached or any amendments thereto.
36. **TIME OF ESSENCE:** Unless otherwise stated time shall be considered of the essence to this agreement.
- a. Bidder/vendor specifically agrees that it shall be liable for failure to deliver or delay in delivery occasioned by and including, without limitations, strikes, lockouts, inability of obtaining material or shipping space, breakdowns, delays of carrier's or suppliers, and pre-existing governmental regulations of the federal and state government or any subdivisions thereof, unless governmental acts and regulations affecting delivery could not be found, recognized, or discovered by due diligence on the part of the bidder/vendor prior to submission of his bid and the City Council's acceptance thereof.
 - b. When time is not of the essence this contract shall be inoperative during such period of time that aforesaid delivery or acceptance may be rendered impossible by reason of fire, strike, Acts of God, or government regulation. Provided, however, to the extent that the bidder/vendor has any commercially reasonable alternative method of performing his contract by purchase on the market or otherwise, he shall not be freed of his obligation hereunder by this clause.
37. **DISCRIMINATION:** Bidder/vendor agrees, in connection with the performance of work under this contract, as follows:
- a. Bidder/Vendor will not discriminate against any employee or applicant for employment because of race, creed, color, sex, national origin, ancestry, or physical or mental impairment. The bidder/vendor shall take affirmative action to insure that employees are treated without regard to their race, creed, color, sex, national origin, ancestry or physical or mental impairment. Such actions

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

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 of one (1) year; 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 1,600 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 Years 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 City Official will issue written work orders. The Contractor must check with the City Official and pick up work orders. 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.

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 in excess of 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 with regard to 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 One (1) 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.



City of Lawton

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

Commentary

File #: 25-0178

Agenda Date: 3/11/2025

Agenda No: 11.

ITEM TITLE:

Consider extending contract CL24-013 Nuisance Abatement with Joe's Backhoe of Lawton OK and Tahah Lawncare & Landscaping of Geronimo OK.

INITIATOR: Charlotte Brown, Community Services Director

STAFF INFORMATION SOURCE: Jonathan Jernigan, Neighborhood Services Supervisor

BACKGROUND: The contract CL24-013 Nuisance Abatement is currently in effect until March 26, 2025. The vendors, Joe's Backhoe of Lawton OK and Tahah Lawncare & Landscaping of Geronimo OK, have both 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 CL24-013 Nuisance Abatement to Joe's Backhoe of Lawton OK and Tahah Lawncare & Landscaping of Geronimo OK?

FUNDING SOURCE: Safe & Clean Neighborhood Services Abatement and Demolition Funds; 4350000-52025

STAFF RECOMMENDED COUNCIL ACTION: Extend CL24-013 Nuisance Abatement to Joe's Backhoe of Lawton OK and Tahah Lawncare & Landscaping of Geronimo 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: Colbie Garrett, Buyer – Financial Services

THRU: Joshua White, Deputy Supervisor, Neighborhood Services

From: Charlotte Brown, Community Services Director

Subject: CL24-013 Nuisance Abatement Tahah Lawncare, Joe's Backhoe Service LLC

Date: 02/19/2025

Contract Name: Nuisance Abatement

Contract Number: CL24-013

Neighborhood Services would like to extend Tahah Lawncare and Joe's Backhoe Service LLC contract for the Nuisance Abatement CL24-013 starting March 26, 2025, to March 25, 2026.

CONTRACT EXTENSION FORM

CONTRACT TITLE: Nuisance Abatement
CONTRACT NUMBER: CL24-013

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 **March 26, 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 25 day of February, 2025

AFFIDAVIT:

STATE OF Oklahoma COUNTY OF Comanche

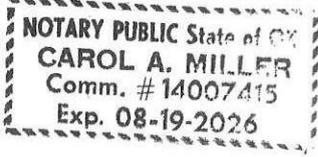
I _____ (name of affiant), of lawful age, being first duly sworn, on oath says that:

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: Joe's Backhoe
Address: 1414 Railroad
Lawton OK 73501
(City, State, Zip)
Phone: 580-357-7797

[Signature]
SIGNATURE OF AUTHORIZED AGENT
Joe Renschon
PRINT/TITLE NAME/TITLE

Subscribed & sworn before me this 25 day of February, 2025
[Signature]
Notary Public



My Commission expires: 08/19/2026

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

CONTRACT EXTENSION FORM

CONTRACT TITLE: Nuisance Abatement
CONTRACT NUMBER: CL24-013

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 **March 26, 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 21 day of February, 2025.

AFFIDAVIT:

STATE OF Oklahoma COUNTY OF Comanche

I, Aaron Tahah (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: Tahah Lawncare & Landscaping LLC
Address: 6226 SW Landmark circle
Geronomo, OK 73543
(City, State, Zip)
Phone: 580-585-2295

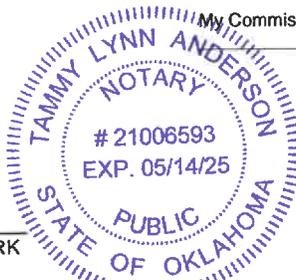
[Signature]
SIGNATURE OF AUTHORIZED AGENT
Aaron Tahah
PRINT/TYPE NAME/TITLE

Subscribed & sworn before me this 21st day of February, 2025.
Tammy Bianstetter (formerly Anderson)
Notary Public

My Commission expires: 5/14/25

City of Lawton, Oklahoma
A Municipal Corporation

Stanley Booker, Mayor



ATTEST:

CITY CLERK

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

CITY ATTORNEY



City of Lawton

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

Commentary

File #: 25-0166

Agenda Date: 3/11/2025

Agenda No: 12.

ITEM TITLE:

Consider and take action in awarding a contract in the amount of \$4,385,354.00 to Mach Energy Services, LLC, for the construction of Map 53 Waterline Replacement Project PU2404 to rehabilitate high maintenance waterlines.

INITIATOR: Rusty Whisenhunt, Public Utilities Director

STAFF INFORMATION SOURCE: Rusty Whisenhunt, Public Utilities Director

BACKGROUND: On March 28, 2023, City Council was given a presentation on Public Utilities’ Water and Wastewater system conditions and a plan of improvements with a means of funding the improvements. On June 27, 2023, City Council approved the Master Service Agreement with Garver, LLC. On October 10, 2023, City Council approved Amendment No. 2 to the MSA which includes scope of services and fee for services defined in Work Package # 2. Work package #2 includes design and bidding services as well as project management, kickoff, and coordination for water line rehabilitation and replacement services on Maps 46, 53, and 58. Estimated footage of waterline to be replaced in Map 53 is 11,500 ft. Map 53 includes the area east of SE 45th St. to SE 60th St., south of Lee Blvd. to Bishop Rd. City Council approved the plans and specifications and authorized advertisement on October 8, 2024.

The project advertised in the local newspaper on January 8th, 2025, and January 15, 2025. A non-mandatory pre-bid conference was held on Wednesday, January 22nd, 2025, at 10:00 am in the Public Utilities Conference Room.

A Bid open was publicly held at City Hall on February 11th, 2025, at 2 pm. A total of four (4) bids were received.



Map 53 Waterline Replacement - PU2404
Tuesday, February 11th, 2025

BID TAB					
	Engineer's Estimate	Mach Energy Services	Evans and Associates	Timco	Southwest Waterworks
Total Base Bid	\$4,757,356.87	\$4,385,354.00**	\$4,678,977.00	\$4,781,320.00	\$4,679,720.00
Proposed NTP/Additional Time		3/24/2025	3/11/2025	5/1/2025	4/15/2025

** Mach Energy Services, LLC, wrote in a total bid amount of \$4,388,479.00 however the total summation of items in the bid schedule is \$4,385,354.00.

After reviewing the bid documents, it is recommended to award the project to Mach Energy Services, LLC, who submitted the lowest responsive and responsible bid for the project. Garver, LLC, recommends awarding the contract to Mach Energy Services, LLC, in the amount of \$4,385,354.00 for the construction of Map 53 Waterline Replacement Project PU2404.

This project benefits the citizen by preventing outage and providing safe drinking water with efficiency in accordance with the True North Statement.

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

KEY ISSUES: Does City Council wish to award a contract in the amount of \$4,385,354.00 to Mach Energy Services, LLC, for the construction of Map 53 Waterline Replacement Project PU2404 to rehabilitate high maintenance waterlines?

FUNDING SOURCE: DWSRF \$21mil Loan: \$17,143,882.95 (current available amount in loan) - \$4,385,354.00 (cost of this project) = \$12,758,528.95 (amount remaining for future projects)

STAFF RECOMMENDED COUNCIL ACTION: Award a contract in the amount of \$4,385,354.00 to Mach Energy Services, LLC, for the construction of Map 53 Waterline Replacement Project PU2404 to rehabilitate high maintenance waterlines.



750 SW 24th St.
Suite 200
Moore, OK 73160

TEL 405.329.2555
FAX 405.329.3555

www.GarverUSA.com

February 26, 2025

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

Re: PU2404 – Map 53 Water Line Replacement Project
Recommendation of Award

Dear Mr. Whisenhunt:

Bids were received for the PU2404 – Map 53 Water Line Replacement Project at the Office of the City Clerk at City Hall, 212 SW 9th Street Lawton, OK 73501 on Tuesday February 11, 2025. The bids have been checked for accuracy and for compliance with the contract documents.

A total of four (4) bids were received on the project. Mach Energy Services LLC submitted the low bid for the project in the amount of \$4,385,354.00. The Engineer's Opinion of Probable Cost was \$4,757,356.87.

A check of the bid documents indicated no issues with the documentation received. A review of their current and past projects shows that Mach Energy Services LLC has adequate experience in water line projects across the United States.

The Base Bid results in a final contract price of **four million three hundred eighty-five thousand three hundred fifty-four dollars and no cents (\$4,385,354.00)**. If the project is awarded to Mach Energy Services LLC. Garver believes that the bid submitted by Mach Energy Services 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 Map 53 Water Line Replacement Project will be awarded to Mach Energy Services LLC.

Please call me at (405) 928-6344 if you have any questions.

Sincerely,

GARVER, LLC

Bryce Callies, P.E.
Water Resources Team Leader



Map 53 Waterline Replacement - PU2404
 Tuesday, February 11th, 2025

BID TAB					
	Engineer's Estimate	Mach Energy Services	Evans and Associates	Timco	Southwest Waterworks
Total Base Bid	\$4,757,356.87	\$4,385,354.00**	\$4,678,977.00	\$4,781,320.00	\$4,679,720.00
Proposed NTP/Additional Time		3/24/2025	3/11/2025	5/1/2025	4/15/2025



BID OPENING DATE: Tuesday, February 11, 2025

PROJECT: Map 53 Waterlines - PU2404

Itemized Bid Tabulations

Engineer's Estimate						Mach						Evans					
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	\$247,496.05	\$ 247,496.05	1	1	LS	MOBILIZATION	\$7,500.00	\$ 7,500.00	1	1	LS	MOBILIZATION	\$207,505.00	\$ 207,505.00
2	1	LS	DE-MOBILIZATION	\$145,435.82	\$ 145,435.82	2	1	LS	DE-MOBILIZATION	\$7,500.00	\$ 7,500.00	2	1	LS	DE-MOBILIZATION	\$18,816.00	\$ 18,816.00
3	10,601	LF	8" C900 PVC DR18 WATER LINE PIPE	\$130.00	\$ 1,378,130.00	3	10,601	LF	8" C900 PVC DR18 WATER LINE PIPE	\$119.00	\$ 1,261,519.00	3	10,601	LF	8" C900 PVC DR18 WATER LINE PIPE	\$96.71	\$ 1,025,222.71
4	209	LF	8" C900 PVC DR18 WATER LINE PIPE DIRECTIONAL	\$200.00	\$ 41,800.00	4	209	LF	8" C900 PVC DR18 WATER LINE PIPE DIRECTIONAL	\$100.00	\$ 20,900.00	4	209	LF	8" C900 PVC DR18 WATER LINE PIPE DIRECTIONAL	\$148.75	\$ 31,088.75
5	460	LF	6" C900 PVC DR18 WATER LINE PIPE	\$100.00	\$ 46,000.00	5	460	LF	6" C900 PVC DR18 WATER LINE PIPE	\$110.00	\$ 50,600.00	5	460	LF	6" C900 PVC DR18 WATER LINE PIPE	\$72.99	\$ 33,575.40
6	80	LF	10" C900 PVC DR18 WATER LINE	\$175.00	\$ 14,000.00	6	80	LF	10" C900 PVC DR18 WATER LINE	\$150.00	\$ 12,000.00	6	80	LF	10" C900 PVC DR18 WATER LINE	\$116.77	\$ 9,341.60
7	5000	LBS	DUCTILE IRON FITTINGS (AWWA C153)	\$15.00	\$ 75,000.00	7	5000	LBS	DUCTILE IRON FITTINGS (AWWA C153)	\$14.50	\$ 72,500.00	7	5000	LBS	DUCTILE IRON FITTINGS (AWWA C153)	\$22.24	\$ 111,200.00
8	250	LBS	DUCTILE IRON FITTINGS (AWWA C153) ALLOWANCE	\$15.00	\$ 3,750.00	8	250	LBS	DUCTILE IRON FITTINGS (AWWA C153) ALLOWANCE	\$14.50	\$ 3,625.00	8	250	LBS	DUCTILE IRON FITTINGS (AWWA C153) ALLOWANCE	\$22.24	\$ 5,560.00
9	5	EA	6" RESTRAINING GLANDS ALLOWANCE	\$175.00	\$ 875.00	9	5	EA	6" RESTRAINING GLANDS ALLOWANCE	\$650.00	\$ 3,250.00	9	5	EA	6" RESTRAINING GLANDS ALLOWANCE	\$127.54	\$ 637.70
10	20	EA	8" RESTRAINING GLANDS ALLOWANCE	\$200.00	\$ 4,000.00	10	20	EA	8" RESTRAINING GLANDS ALLOWANCE	\$700.00	\$ 14,000.00	10	20	EA	8" RESTRAINING GLANDS ALLOWANCE	\$156.22	\$ 3,124.40
11	10	EA	10" RESTRAINING GLANDS ALLOWANCE	\$225.00	\$ 2,250.00	11	10	EA	10" RESTRAINING GLANDS ALLOWANCE	\$750.00	\$ 7,500.00	11	10	EA	10" RESTRAINING GLANDS ALLOWANCE	\$250.13	\$ 2,501.30
12	4	EA	6" GATE VALVE AWWA 509	\$3,500.00	\$ 14,000.00	12	4	EA	6" GATE VALVE AWWA 509	\$4,500.00	\$ 18,000.00	12	4	EA	6" GATE VALVE AWWA 509	\$2,113.66	\$ 8,454.64
13	2	EA	6" GATE VALVE AWWA 509 ALLOWANCE	\$3,500.00	\$ 7,000.00	13	2	EA	6" GATE VALVE AWWA 509 ALLOWANCE	\$4,500.00	\$ 9,000.00	13	2	EA	6" GATE VALVE AWWA 509 ALLOWANCE	\$2,113.66	\$ 4,227.32
14	63	EA	8" GATE VALVE AWWA 509	\$4,000.00	\$ 252,000.00	14	63	EA	8" GATE VALVE AWWA 509	\$4,800.00	\$ 302,400.00	14	63	EA	8" GATE VALVE AWWA 509	\$3,158.48	\$ 198,984.24
15	5	EA	8" GATE VALVE AWWA 509 ALLOWANCE	\$4,000.00	\$ 20,000.00	15	5	EA	8" GATE VALVE AWWA 509 ALLOWANCE	\$4800.00	\$ 24,000.00	15	5	EA	8" GATE VALVE AWWA 509 ALLOWANCE	\$3,158.48	\$ 15,792.40
16	2	EA	10" GATE VALVE AWWA 509	\$6,000.00	\$ 12,000.00	16	2	EA	10" GATE VALVE AWWA 509	\$5,500.00	\$ 11,000.00	16	2	EA	10" GATE VALVE AWWA 509	\$4,416.86	\$ 8,833.72
17	1	EA	10" GATE VALVE AWWA 509 ALLOWANCE	\$6,000.00	\$ 6,000.00	17	1	EA	10" GATE VALVE AWWA 509 ALLOWANCE	\$5,500.00	\$ 5,500.00	17	1	EA	10" GATE VALVE AWWA 509 ALLOWANCE	\$4,416.86	\$ 4,416.86
18	39	EA	FIRE HYDRANT ASSEMBLY REPLACEMENT	\$9,000.00	\$ 351,000.00	18	39	EA	FIRE HYDRANT ASSEMBLY REPLACEMENT	\$7,500.00	\$ 292,500.00	18	39	EA	FIRE HYDRANT ASSEMBLY REPLACEMENT	\$10,589.66	\$ 412,996.74
19	5	EA	FIRE HYDRANT ASSEMBLY REPLACEMENT ALLOWANCE	\$9,000.00	\$ 45,000.00	19	5	EA	FIRE HYDRANT ASSEMBLY REPLACEMENT ALLOWANCE	\$7,500.00	\$ 37,500.00	19	5	EA	FIRE HYDRANT ASSEMBLY REPLACEMENT ALLOWANCE	\$10,589.66	\$ 52,948.30
20	245	EA	POTHOLE CITY AND PRIVATE SERVICE ALLOWANCE	\$500.00	\$ 122,500.00	20	245	EA	POTHOLE CITY AND PRIVATE SERVICE ALLOWANCE	\$600.00	\$ 147,000.00	20	245	EA	POTHOLE CITY AND PRIVATE SERVICE ALLOWANCE	\$313.60	\$ 76,832.00
21	130	EA	1" SERVICE INSTALLATION SHORT	\$1,500.00	\$ 195,000.00	21	130	EA	1" SERVICE INSTALLATION SHORT	\$1900.00	\$ 247,000.00	21	130	EA	1" SERVICE INSTALLATION SHORT	\$1369.87	\$ 178,083.10
22	115	EA	1" SERVICE INSTALLATION LONG	\$2,500.00	\$ 287,500.00	22	115	EA	1" SERVICE INSTALLATION LONG	\$2500.00	\$ 287,500.00	22	115	EA	1" SERVICE INSTALLATION LONG	\$2740.86	\$ 315,198.90
23	10	EA	1" SERVICE INSTALLATION SHORT ALLOWANCE	\$1,500.00	\$ 15,000.00	23	10	EA	1" SERVICE INSTALLATION SHORT ALLOWANCE	\$1900.00	\$ 19,000.00	23	10	EA	1" SERVICE INSTALLATION SHORT ALLOWANCE	\$1369.87	\$ 13,698.70
24	10	EA	1" SERVICE INSTALLATION LONG ALLOWANCE	\$2,500.00	\$ 25,000.00	24	10	EA	1" SERVICE INSTALLATION LONG ALLOWANCE	\$2500.00	\$ 25,000.00	24	10	EA	1" SERVICE INSTALLATION LONG ALLOWANCE	\$2740.86	\$ 27,408.60
25	4860	SY	DRIVEWAY REPAIR (CONCRETE)	\$175.00	\$ 850,500.00	25	4860	SY	DRIVEWAY REPAIR (CONCRETE)	\$165.00	\$ 801,900.00	25	4860	SY	DRIVEWAY REPAIR (CONCRETE)	\$250.28	\$ 1,216,360.80
26	240	SY	DRIVEWAY REPAIR (CONCRETE) ALLOWANCE	\$175.00	\$ 42,000.00	26	240	SY	DRIVEWAY REPAIR (CONCRETE) ALLOWANCE	\$165.00	\$ 39,600.00	26	240	SY	DRIVEWAY REPAIR (CONCRETE) ALLOWANCE	\$250.28	\$ 60,067.20
27	105	SY	SIDEWALK INSTALLATION/ REPLACEMENT	\$150.00	\$ 15,750.00	27	105	SY	SIDEWALK INSTALLATION/ REPLACEMENT	\$160.00	\$ 16,800.00	27	105	SY	SIDEWALK INSTALLATION/ REPLACEMENT	\$196.36	\$ 20,617.80
28	385	SY	STREET REPAIR (CONCRETE)	\$200.00	\$ 77,000.00	28	385	SY	STREET REPAIR (CONCRETE)	\$180.00	\$ 69,300.00	28	385	SY	STREET REPAIR (CONCRETE)	\$282.90	\$ 108,916.50
29	150	SY	STREET REPAIR (CONCRETE) ALLOWANCE	\$200.00	\$ 30,000.00	29	150	SY	STREET REPAIR (CONCRETE) ALLOWANCE	\$180.00	\$ 27,000.00	29	150	SY	STREET REPAIR (CONCRETE) ALLOWANCE	\$282.90	\$ 42,435.00

30	223	SY	STREET REPAIR (ASPHALT)	\$175.00	\$ 39,025.00	30	223	SY	STREET REPAIR (ASPHALT)	\$150.00	\$ 33,450.00	30	223	SY	STREET REPAIR (ASPHALT)	\$109.33	\$ 24,380.59
31	75	SY	STREET REPAIR (ASPHALT) ALLOWANCE	\$175.00	\$ 13,125.00	31	75	SY	STREET REPAIR (ASPHALT) ALLOWANCE	\$150.00	\$ 11,250.00	31	75	SY	STREET REPAIR (ASPHALT) ALLOWANCE	\$109.33	\$ 8,199.75
32	449	LF	REMOVE AND REPLACE CONCRETE CURB AND GUTTER	\$80.00	\$ 35,920.00	32	449	LF	REMOVE AND REPLACE CONCRETE CURB AND GUTTER	\$115.00	\$ 51,635.00	32	449	LF	REMOVE AND REPLACE CONCRETE CURB AND GUTTER	\$62.72	\$ 28,161.28
33	225	LF	REMOVE AND REPLACE CURB AND GUTER ALLOWANCE	\$80.00	\$ 18,000.00	33	225	LF	REMOVE AND REPLACE CURB AND GUTER ALLOWANCE	\$115.00	\$ 25,875.00	33	225	LF	REMOVE AND REPLACE CURB AND GUTER ALLOWANCE	\$62.72	\$ 14,112.00
34	50	LF	FENCE REPAIR ALLOWANCE	\$50.00	\$ 2,500.00	34	50	LF	FENCE REPAIR ALLOWANCE	\$250.00	\$ 12,500.00	34	50	LF	FENCE REPAIR ALLOWANCE	\$61.00	\$ 3,050.00
35	50	CY	AGGREGATE BACKFILL ALLOWANCE	\$50.00	\$ 2,500.00	35	50	CY	AGGREGATE BACKFILL ALLOWANCE	\$63.00	\$3,150*	35	50	CY	AGGREGATE BACKFILL ALLOWANCE	\$81.47	\$ 4,073.50
36	50	CY	UNCLASSIFIED EXCAVATION ALLOWANCE	\$50.00	\$ 2,500.00	36	50	CY	UNCLASSIFIED EXCAVATION ALLOWANCE	\$100.00	\$ 5,000.00	36	50	CY	UNCLASSIFIED EXCAVATION ALLOWANCE	\$31.36	\$ 1,568.00
37	1	LS	SITE RESTORATION & CLEANUP	\$20,000.00	\$ 20,000.00	37	1	LS	SITE RESTORATION & CLEANUP	\$75,000.00	\$ 75,000.00	37	1	LS	SITE RESTORATION & CLEANUP	\$56,692.00	\$ 56,692.00
38	3100	SY	GRASSING (SOLID SLAB SOD)	\$10.00	\$ 31,000.00	38	3100	SY	GRASSING (SOLID SLAB SOD)	\$18.50	\$ 57,350.00	38	3100	SY	GRASSING (SOLID SLAB SOD)	\$17.25	\$ 53,475.00
39	1	LS	WORK CHANGE DIRECTIVE ALLOWANCE	\$250,000.00	\$ 250,000.00	39	1	LS	WORK CHANGE DIRECTIVE ALLOWANCE	\$250,000.00	\$ 250,000.00	39	1	LS	WORK CHANGE DIRECTIVE ALLOWANCE	\$250000.00	\$ 250,000.00
40	80	LF	8" SANITARY SEWER PIPE (AS APPROVED BY CITY PRIOR TO	\$90.00	\$ 7,200.00	40	80	LF	8" SANITARY SEWER PIPE (AS APPROVED BY CITY PRIOR TO	\$130.00	\$ 10,400.00	40	80	LF	8" SANITARY SEWER PIPE (AS APPROVED BY CITY PRIOR TO	\$121.66	\$ 9,732.80
41	80	LF	10" SANITARY SEWER PIPE (AS APPROVD BY CITY PRIOR	\$120.00	\$ 9,600.00	41	80	LF	10" SANITARY SEWER PIPE (AS APPROVD BY CITY PRIOR	\$150.00	\$ 12,000.00	41	80	LF	10" SANITARY SEWER PIPE (AS APPROVD BY CITY PRIOR	\$133.58	\$ 10,686.40
					\$ 4,757,356.87						\$4,385,354.00**						\$ 4,678,977.00
Four million seven hundred fifty seven thousand three hundred fifty six dollars and eighty seven cents					four million three hundred eighty five thousand three hundred fifty four dollars and no cents					four million six hundred seventy eight thousand nine hundred seventy seven dollars and no cents							

* Amount was listed as \$3,125

** Bottom line bid was written as \$4,388,479.00.

Timco						Southwest WaterWorks					
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	\$175,000.00	\$ 175,000.00
2	1	LS	DE-MOBILIZATION	\$100,000.00	\$ 100,000.00	2	1	LS	DE-MOBILIZATION	\$50,000.00	\$ 50,000.00
3	10,601	LF	8" C900 PVC DR18 WATER LINE PIPE	\$95.00	\$ 1,007,095.00	3	10,601	LF	8" C900 PVC DR18 WATER LINE PIPE	\$100.00	\$ 1,060,100.00
4	209	LF	8" C900 PVC DR18 WATER LINE PIPE DIRECTIONAL BORE W/O CASING	\$175.00	\$ 36,575.00	4	209	LF	8" C900 PVC DR18 WATER LINE PIPE DIRECTIONAL BORE W/O CASING	\$125.00	\$ 26,125.00
5	460	LF	6" C900 PVC DR18 WATER LINE PIPE	\$70.00	\$ 32,200.00	5	460	LF	6" C900 PVC DR18 WATER LINE PIPE	\$95.00	\$ 43,700.00
6	80	LF	10" C900 PVC DR18 WATER LINE	\$125.00	\$ 10,000.00	6	80	LF	10" C900 PVC DR18 WATER LINE	\$145.00	\$ 11,600.00
7	5000	LBS	DUCTILE IRON FITTINGS (AWWA C153)	\$22.00	\$ 110,000.00	7	5000	LBS	DUCTILE IRON FITTINGS (AWWA C153)	\$15.00	\$ 75,000.00
8	250	LBS	DUCTILE IRON FITTINGS (AWWA C153) ALLOWANCE	\$22.00	\$ 5,500.00	8	250	LBS	DUCTILE IRON FITTINGS (AWWA C153) ALLOWANCE	\$15.00	\$ 3,750.00
9	5	EA	6" RESTRAINING GLANDS ALLOWANCE	\$200.00	\$ 1,000.00	9	5	EA	6" RESTRAINING GLANDS ALLOWANCE	\$200.00	\$ 1,000.00
10	20	EA	8" RESTRAINING GLANDS ALLOWANCE	\$225.00	\$ 4,500.00	10	20	EA	8" RESTRAINING GLANDS ALLOWANCE	\$250.00	\$ 5,000.00
11	10	EA	10" RESTRAINING GLANDS ALLOWANCE	\$300.00	\$ 3,000.00	11	10	EA	10" RESTRAINING GLANDS ALLOWANCE	\$300.00	\$ 3,000.00
12	4	EA	6" GATE VALVE AWWA 509	\$3,800.00	\$ 15,200.00	12	4	EA	6" GATE VALVE AWWA 509	\$3,750.00	\$ 15,000.00
13	2	EA	6" GATE VALVE AWWA 509 ALLOWANCE	\$3,800.00	\$ 7,600.00	13	2	EA	6" GATE VALVE AWWA 509 ALLOWANCE	\$3,750.00	\$ 7,500.00
14	63	EA	8" GATE VALVE AWWA 509	\$4,500.00	\$ 283,500.00	14	63	EA	8" GATE VALVE AWWA 509	\$5,000.00	\$ 315,000.00
15	5	EA	8" GATE VALVE AWWA 509 ALLOWANCE	\$4500.00	\$ 22,500.00	15	5	EA	8" GATE VALVE AWWA 509 ALLOWANCE	\$5,000.00	\$ 25,000.00
16	2	EA	10" GATE VALVE AWWA 509	\$5,500.00	\$ 11,000.00	16	2	EA	10" GATE VALVE AWWA 509	\$8,000.00	\$ 16,000.00
17	1	EA	10" GATE VALVE AWWA 509 ALLOWANCE	\$5,500.00	\$ 5,500.00	17	1	EA	10" GATE VALVE AWWA 509 ALLOWANCE	\$7,500.00	\$ 7,500.00
18	39	EA	FIRE HYDRANT ASSEMBLY REPLACEMENT	\$9,100.00	\$ 354,900.00	18	39	EA	FIRE HYDRANT ASSEMBLY REPLACEMENT	\$9,000.00	\$ 351,000.00
19	5	EA	FIRE HYDRANT ASSEMBLY REPLACEMENT ALLOWANCE	\$9,100.00	\$ 45,500.00	19	5	EA	FIRE HYDRANT ASSEMBLY REPLACEMENT ALLOWANCE	\$8,000.00	\$ 40,000.00
20	245	EA	POTHOLE CITY AND PRIVATE SERVICE ALLOWANCE	\$400.00	\$ 98,000.00	20	245	EA	POTHOLE CITY AND PRIVATE SERVICE ALLOWANCE	\$600.00	\$ 147,000.00
21	130	EA	1" SERVICE INSTALLATION SHORT	\$1800.00	\$ 234,000.00	21	130	EA	1" SERVICE INSTALLATION SHORT	\$1750.00	\$ 227,500.00
22	115	EA	1" SERVICE INSTALLATION LONG	\$3100.00	\$ 356,500.00	22	115	EA	1" SERVICE INSTALLATION LONG	\$2500.00	\$ 287,500.00
23	10	EA	1" SERVICE INSTALLATION SHORT ALLOWANCE	\$1800.00	\$ 18,000.00	23	10	EA	1" SERVICE INSTALLATION SHORT ALLOWANCE	\$1750.00	\$ 17,500.00
24	10	EA	1" SERVICE INSTALLATION LONG ALLOWANCE	\$3100.00	\$ 31,000.00	24	10	EA	1" SERVICE INSTALLATION LONG ALLOWANCE	\$2500.00	\$ 25,000.00
25	4860	SY	DRIVEWAY REPAIR (CONCRETE)	\$175.00	\$ 850,500.00	25	4860	SY	DRIVEWAY REPAIR (CONCRETE)	\$195.00	\$ 947,700.00
26	240	SY	DRIVEWAY REPAIR (CONCRETE) ALLOWANCE	\$175.00	\$ 42,000.00	26	240	SY	DRIVEWAY REPAIR (CONCRETE) ALLOWANCE	\$195.00	\$ 46,800.00
27	105	SY	SIDEWALK INSTALLATION/ REPLACEMENT	\$200.00	\$ 21,000.00	27	105	SY	SIDEWALK INSTALLATION/ REPLACEMENT	\$175.00	\$ 18,375.00
28	385	SY	STREET REPAIR (CONCRETE)	\$200.00	\$ 77,000.00	28	385	SY	STREET REPAIR (CONCRETE)	\$280.00	\$ 107,800.00
29	150	SY	STREET REPAIR (CONCRETE) ALLOWANCE	\$200.00	\$ 30,000.00	29	150	SY	STREET REPAIR (CONCRETE) ALLOWANCE	\$280.00	\$ 42,000.00
30	223	SY	STREET REPAIR (ASPHALT)	\$200.00	\$ 44,600.00	30	223	SY	STREET REPAIR (ASPHALT)	\$290.00	\$ 64,670.00
31	75	SY	STREET REPAIR (ASPHALT) ALLOWANCE	\$200.00	\$ 15,000.00	31	75	SY	STREET REPAIR (ASPHALT) ALLOWANCE	\$290.00	\$ 21,750.00
32	449	LF	REMOVE AND REPLACE CONCRETE CURB AND GUTTER	\$200.00	\$ 89,800.00	32	449	LF	REMOVE AND REPLACE CONCRETE CURB AND GUTTER	\$125.00	\$ 56,125.00
33	225	LF	REMOVE AND REPLACE CURB AND GUTER ALLOWANCE	\$200.00	\$ 45,000.00	33	225	LF	REMOVE AND REPLACE CURB AND GUTER ALLOWANCE	\$125.00	\$ 28,125.00

34	50	LF	FENCE REPAIR ALLOWANCE	\$150.00	\$ 7,500.00	34	50	LF	FENCE REPAIR ALLOWANCE	\$50.00	\$ 2,500.00
35	50	CY	AGGREGATE BACKFILL ALLOWANCE	\$125.00	\$ 6,250.00	35	50	CY	AGGREGATE BACKFILL ALLOWANCE	\$120.00	\$ 6,000.00
36	50	CY	UNCLASSIFIED EXCAVATION ALLOWANCE	\$75.00	\$ 3,750.00	36	50	CY	UNCLASSIFIED EXCAVATION ALLOWANCE	\$50.00	\$ 2,500.00
37	1	LS	SITE RESTORATION & CLEANUP	\$283750.00	\$ 283,750.00	37	1	LS	SITE RESTORATION & CLEANUP	\$120,000.00	\$ 120,000.00
38	3100	SY	GRASSING (SOLID SLAB SOD)	\$15.00	\$ 46,500.00	38	3100	SY	GRASSING (SOLID SLAB SOD)	\$8.00	\$ 24,800.00
39	1	LS	WORK CHANGE DIRECTIVE ALLOWANCE	\$250,000.00	\$ 250,000.00	39	1	LS	WORK CHANGE DIRECTIVE ALLOWANCE	\$250,000.00	\$ 250,000.00
40	80	LF	8" SANITARY SEWER PIPE (AS APPROVED BY CITY PRIOR TO INSTALLATION)	\$150.00	\$ 12,000.00	40	80	LF	8" SANITARY SEWER PIPE (AS APPROVED BY CITY PRIOR TO INSTALLATION)	\$25.00	\$ 2,000.00
41	80	LF	10" SANITARY SEWER PIPE (AS APPROVD BY CITY PRIOR TO INSTALLATION)	\$170.00	\$ 13,600.00	41	80	LF	10" SANITARY SEWER PIPE (AS APPROVD BY CITY PRIOR TO INSTALLATION)	\$35.00	\$ 2,800.00
					\$ 4,781,320.00						\$ 4,679,720.00
four million seven hundred eighty one thousand three hundred twenty dollars and no cents						four million six hundred seventy nine thousand seven hundred twenty dollars and no cents					

CONTRACT

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

WITNESSETH:

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

MAP 53 WATER LINE REPLACEMENT
PROJECT
City of Lawton Project # PU2404
Funding Project # P40-1011303-09

and

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

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

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

Four million three hundred eighty five thousand three hundred fifty four Dollars (\$ 4,385,354.00.)

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

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

1. The Contractor shall, in a good and first-class workmanlike manner, at his own cost and expense, furnish all labor and materials, tools, and equipment required to perform and complete said work in strict accordance with this Contract, the Contract Documents and Technical Specifications and all applicable 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.

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

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

4. The Contractor acknowledges to and for the benefit of the City of Lawton (“Owner”) and the Oklahoma Drinking Water State Revolving Fund (the “Funding Authority”) that it understands the goods and services under this Agreement are being funded with federal monies and have statutory requirements commonly known as “Build America, Buy America;” that requires all of the iron and steel, manufactured products, and construction materials used in the project to be produced in the United States (“Build America, Buy America Requirements”) including iron and steel, manufactured products, and construction materials provided by the Contractor pursuant to this Agreement. The Contractor hereby represents and warrants to and for the benefit of the Owner and Funding Authority (a) the Contractor has reviewed and understands the Build America, Buy America Requirements, (b) all of the iron and steel, manufactured products, and construction materials used in the project will be and/or have been produced in the United States in a manner that complies with the Build America, Buy America Requirements, unless a waiver of the requirements is approved, and (c) the Contractor will provide any further

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

5. 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 150 calendar days after the date when the Contract Times commence to run in accordance with the General and Supplementary Conditions.	One-hundred and fifty (150)
2	All Work will be completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions within 180 calendar days after the Contract Times commence to run.	One-hundred and eighty (180)

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 **One-hundred and eighty (180) 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.

6. 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.

7. 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.

8. 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.

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

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

11. 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.

12. 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.

13. 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.

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

Notary Public
My Commission Expires _____

CITY OF LAWTON, OKLAHOMA
A Municipal Corporation

Stan Booker, MAYOR

ATTEST:

Donalynn Blazek-Scherler, CITY CLERK

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

Tim Wilson, ACTING CITY ATTORNEY

I, Rebecca Johnson, Finance Director of the City of Lawton, Oklahoma, do hereby certify that I have entered the amount for this encumbrance against appropriate Account No. _____ for Four million three hundred eighty five thousand three hundred fifty four Dollars (\$4,385,354.00), and after charging account title **MAP 53 WATER LINE REPLACEMENT PROJECT- City of Lawton Project # PU2404** with this encumbrance there is an unencumbered balance in said account of \$ _____.

Dated this _____ day of _____, 2025.

Rebecca Johnson, FINANCE DIRECTOR

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS that

_____ as Principal, and
(full name and address)

_____ as Surety, a
(full name and address)

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

of _____ DOLLARS (\$ _____) for the payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors, administrators, trustees, successors, and assigns, firmly by these presents.

The condition of this obligation is such that WHEREAS, said Principal entered into a written contract with the CITY OF LAWTON, OKLAHOMA, dated on the _____ day of _____, 2025, for

MAP 53 WATER LINE REPLACEMENT PROJECT
City of Lawton Project # PU2404
Funding Project # P40-1011303-09

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 _____, 2025.

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 _____, 2025

Notary: _____

My commission expires: _____

STATUTORY BOND

KNOW ALL MEN BY THESE PRESENTS that

_____ as Principal, and
(full name and address)

_____ as Surety, a
(full name and address)

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

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

The condition of this obligation is such that WHEREAS, said Principal entered into a written Contract with the CITY OF LAWTON, OKLAHOMA, dated on the _____ day of _____, 2025, for

MAP 53 WATER LINE REPLACEMENT PROJECT
City of Lawton Project # PU2404
Funding Project # P40-1011303-09

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 _____, 2025.

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 _____, 2025

Notary: _____ My commission expires: _____

MAINTENANCE BOND

KNOW ALL MEN BY THESE PRESENTS that

_____ as Principal, and
(full name and address)

_____ as Surety, a
(full name and address)

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

DOLLARS

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

The condition of this obligation is such that WHEREAS, said Principal entered into a written contract with the CITY OF LAWTON, OKLAHOMA, dated on the _____ day of _____, 2025, for

MAP 53 WATER LINE REPLACEMENT PROJECT

City of Lawton Project # PU2404

Funding Project # P40-1011303-09

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

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

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

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

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

Dated this _____ day of _____, 2025.

Principal: _____ Surety: _____

(Name of Contractor)

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

(FOR CORPORATIONS ONLY)

ATTEST:

(Name & Title) (Affix Seal)

(FOR PARTNERSHIPS AND PROPRIETORSHIPS)

Notarized on this _____ day of _____, 2025

Notary: _____ My commission expires: _____



City of Lawton

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

Commentary

File #: 25-0140

Agenda Date: 3/11/2025

Agenda No: 13.

ITEM TITLE:

Consider approving an amendment to a professional services contract to allow Freese and Nichols to perform construction management services on the Rogers Lane lighting project (EN2307A).

INITIATOR: Michael Watrous, Public Works Director

STAFF INFORMATION SOURCE: Michael Watrous, Public Works Director

BACKGROUND: Initial project was approved on Agenda item 24-2182. With timelines for this contract in place and looking at current staffing and projects underway, the management of this project will need to be contracted.

EXHIBIT: Proposed Amendment to Contract Document

KEY ISSUES: N/A

FUNDING SOURCE: Oklahoma Department of Commerce Grant, 4350000-53020, current balance \$1,960,900.00, Estimated cost: \$66,200

STAFF RECOMMENDED COUNCIL ACTION: Approve an amendment to a professional services contract to allow Freese and Nichols to perform construction management services on the Rogers Lane lighting project (EN2307A).



PROFESSIONAL SERVICES AGREEMENT
CONTRACT CHANGE AUTHORIZATION FORM
AMENDMENT #1

City of Lawton, Oklahoma
212 SW 9th Street
Lawton, Oklahoma 73501
Attn: Michael Watrous
Public Works Director

FNI PROJECT NO. LAW25005
CLIENT CONTRACT REFERENCE EN2307

DATE: 2/13/2025

Project Name: EN2307 - Rogers Lane: From Fort Sill Blvd. through I-44 Interchange Traffic Lighting Project
(Amendment #1 – Task 2 Construction Services)

Description of Services: This amendment modifies and/or adds services as defined in the attached Exhibit “B” – Amend #1.

Amended Deliverables: This amendment makes no modifications to deliverables defined in the original contract.

Amended Schedule: The schedule will not be affected by the additional services as defined in Exhibit “B” – Amend #1.

Compensation shall be amended as follows:

Task 2 – Construction Services (hourly): \$66,200

Current Contract Amount:	\$39,100.00
Amount of this Amendment:	\$66,200.00
Revised Total Amount Authorized:	\$105,300.00

The above described services shall proceed upon execution of this amendment. All other provisions, terms and conditions of the Professional Services Agreement which are not expressly amended shall remain in full force and effect.

FREESE AND NICHOLS, INC.

CITY OF LAWTON, OKLAHOMA

BY: *Brandon Huxford*

BY: _____

 BRANDON HUXFORD
Print Name

Print Name

TITLE: VICE PRESIDENT

TITLE: _____

DATE: 2/13/2025

DATE: _____

EXHIBIT “B” – Amend #1

EN2307

Rogers Lane: From Fort Sill Blvd. through I-44 Interchange Traffic Lighting Project

SCOPE OF SERVICES

TASK 2 - CONSTRUCTION SERVICES

Upon completion of the bid or negotiation phase services, the ENGINEER will proceed with the performance of construction phase services as described below. The ENGINEER will endeavor to protect Owner in providing these services however, it is understood that the ENGINEER does not guarantee the Contractor’s performance, nor is the ENGINEER responsible for supervision of the Contractor’s operation and employees. ENGINEER shall not be responsible for the means, methods, techniques, sequences or procedures of construction selected by the Contractor, or any safety precautions and programs relating in any way to the condition of the premises, the work of the Contractor or any Subcontractor. ENGINEER shall not be responsible for the acts or omissions of any person (except its own employees or agents) at the Project site or otherwise performing any of the work of the Project.

1. Attendance at pertinent meetings such as, but not limited to Pre-Work Conference and Final Inspection (assumed 2 meetings). Additional meetings can be added at the OWNER’s request through supplemental.
2. Review contractor’s submittals, including, requests for information, modification requests, shop drawings, schedules, and other submittals in accordance with the requirements of the construction contract documents for the projects. (assumed 20 submittals).
3. Review contractor’s monthly pay applications (assumed 14 total).
4. Assist in preparation and approval of change orders for weather days, field revisions and other changes (assumed 8 total).
5. Make visits appropriate to the stage of construction to the site to observe the progress and the quality of work and to attempt to determine in general if the work is proceeding in accordance with the Construction Contract Documents. In this effort the ENGINEER will endeavor to protect the OWNER against defects and deficiencies in the work of Contractors and will report any observed deficiencies to OWNER. Assumed 1 visit per week (12 site visits total). OWNER to perform Daily Inspection and all materials sampling and/or testing required.
6. Assist the OWNER in receiving and evaluating notices of contractor claims and make recommendations to the OWNER on the merit and value of the claim on the basis of information submitted by the contractor or available in project documentation.



City of Lawton

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

Commentary

File #: 25-0164

Agenda Date: 3/11/2025

Agenda No: 14.

ITEM TITLE:

Consider accepting a permanent utility easement from Keegan and Mary Ledford for property located at SW 69th Street and Gore Boulevard, for the Gore Boulevard Reconstruction Project # EN1208, authorizing the Mayor and City Clerk to execute the document, and payment for the same.

INITIATOR: Mike Jones, Interim Director of Engineering

STAFF INFORMATION SOURCE: Mike Jones, Interim Director of Engineering
Cindy Augustine, Real Property Coordinator

BACKGROUND: A permanent utility easement was required for the Gore Boulevard Reconstruction Project # EN1208. After negotiations with the property owner, compensation for the easement at 69th Street and Gore Boulevard to Keegan and Mary Ledford is \$2,800.

EXHIBIT: Easement Document

KEY ISSUES: N/A

FUNDING SOURCE: Project Account EN1208-Reconstruct W Gore 67-82

STAFF RECOMMENDED COUNCIL ACTION: Accept a permanent utility easement from Keegan and Mary Ledford for property located at SW 69th Street and Gore Boulevard, for the Gore Boulevard Reconstruction Project # EN1208, authorize the Mayor and City Clerk to execute the document, and payment for the same.

PERMANENT UTILITY EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

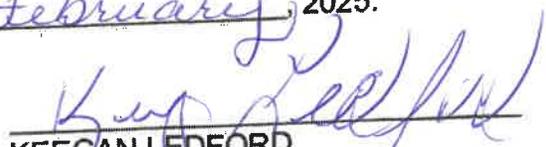
THAT **KEEGAN LEDFORD AND MARY BONNEN LEDFORD, husband and wife**, of 1410 NE Kingsbriar Drive, Lawton, OK 73507, Comanche County, State of Oklahoma, hereinafter referred to as "Grantor", in consideration of the sum of Ten and no/100 Dollars (\$10.00) and other valuable considerations in hand paid, the receipt of which is hereby acknowledged, do hereby Grant, Bargain, Sell and Convey unto

CITY OF LAWTON, AN OKLAHOMA MUNICIPAL CORPORATION, of 212 SW 9TH STREET, LAWTON, OKLAHOMA 73501, Comanche County, State of Oklahoma, hereinafter referred to as "Grantee", a Permanent Easement and right-of-way in, over, across and along, and upon the following described real property and premises situated in Comanche County, State of Oklahoma to-wit:

A tract of land described as beginning at a point N.89°37'29"W. a distance of 654.897 feet and S.00°25'19"W. a distance of 50.000 feet from the Northeast Corner of the Northeast Quarter (NE/4) of Section 32, T2N, R12W, I.M., Comanche County, Oklahoma, according to the U.S. Government Survey thereof. Thence S.00°25'19"W. a distance of 25.000 feet. Thence N.89°37'29"W. parallel with the North boundary of the Northeast Quarter (NE/4) of Section 32, a distance of 25.000 feet. Thence N.00°25'19"E. a distance of 25.000 feet. Thence S.89°37'29"E. parallel with the North boundary of the Northeast Quarter (NE/4) of Section 32, a distance of 25.000 feet to the point of beginning.

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

Signed and delivered this 25 day February, 2025.


KEEGAN LEDFORD


MARY BONNEN LEDFORD

INDIVIDUAL ACKNOWLEDGEMENT

STATE OF OKLAHOMA)
) SS
COUNTY OF COMANCHE)

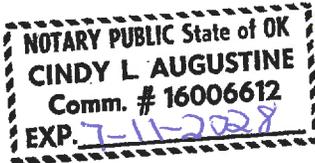
Before me, the undersigned, a Notary Public in and for said County and State on this 25th day of February, 2025 personally appeared **Keegan Ledford, and Mary Bonnen Ledford, husband and wife** to me known to be the identical people who executed the within and foregoing instrument and acknowledged to me that they executed the same as their free and voluntary act and deed for the uses and purposes therein set forth.

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

My commission expires:

My commission number:

Cindy L. Augustine
Notary Public



ACCEPTANCE

Accepted by the Lawton City Council for and on behalf of the City of Lawton, Oklahoma, this _____ day of _____, 2025.

CITY OF LAWTON, OKLAHOMA
a municipal corporation

ATTEST:

Stanley Booker, Mayor

Donalynn Blazek-Scherler, City Clerk

APPROVED as to form and legality on behalf of the City of Lawton this _____ day of _____, 2025.

Timothy Wilson, Interim City Attorney



City of Lawton

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

Commentary

File #: 25-0170

Agenda Date: 3/11/2025

Agenda No: 15.

ITEM TITLE:

Consider and take action approving Amendment No. 10 to the Master Services Agreement with Garver, LLC, in the amount not to exceed \$24,058 for Professional Engineering Services to update Lawton's Risk and Resiliency Assessment of water system infrastructure and update the existing Emergency Response Plan.

INITIATOR: Rusty Whisenhunt, Director of Public Utilities

STAFF INFORMATION SOURCE: Rusty Whisenhunt, Director of Public Utilities

BACKGROUND: On June 27, 2023, City Council approved the Master Service Agreement with Garver, LLC. Amendment No. 10 includes services to update the Risk and Resiliency Assessment and Emergency response Plan.

The City of Lawton (Owner) is conducting a five-year update to their existing Risk and Resilience Assessment (RRA) of the water system infrastructure to remain in compliance with America's Water Infrastructure Act of 2018 (AWIA) §2013. Garver will perform the review and update to the RRA and review and update the existing Emergency Response Plan (ERP) to incorporate any applicable changes from the updated RRA.

This project is in line with our pursuit of excellence in maintaining a safe community for the citizen as put forth in the True North Culture Statement.

EXHIBIT: Amendment No. 10, Exhibit A - Scope of Services, Exhibit B - Fee Schedule

KEY ISSUES: Does City Council wish to approve Amendment No. 10 to the Master Services Agreement with Garver, LLC, in the amount not to exceed \$24,058 for Professional Engineering Services to update Lawton's Risk and Resiliency Assessment and Emergency Response Plan?

FUNDING SOURCE: SSC Division Professional Services Account: 7106501-52025, Garver Base MSA Purchase Order: \$95,670.56 (current open amount of PO) - \$24,058 (cost of this amendment) = \$71,612.56 (amount remaining in Base MSA PO)

STAFF RECOMMENDED COUNCIL ACTION: Approve Amendment No. 10 to the Master Services Agreement with Garver, LLC, in the amount not to exceed \$24,058 for Professional Engineering Services to update Lawton's Risk and Resiliency Assessment and Emergency Response Plan.

**AMENDMENT TO MASTER SERVICES AGREEMENT FOR
PROFESSIONAL SERVICES CITY OF LAWTON
LAWTON, OKLAHOMA**

CONTRACT AMENDMENT NO. 10

This Amendment to Agreement made as of this _____ day of _____ in the year two-thousand and twenty-four is by and between the City of Lawton, Oklahoma, a municipal corporation, hereinafter referred to as “First Party” or “Owner” and Garver, LLC, hereinafter referred to as “Second Party” or “Engineer.”

WITNESSETH

WHEREAS the parties hereto have a Master Service Agreement for professional services dated June 27, 2023, for providing Profession Engineering services for Public Utilities Projects.

WHEREAS the parties hereto desire to enter into an amendment to said Agreement to include additional professional services outlined herein, and all provisions of the contract and previous amendments remain in full effect.

NOW THEREFORE, that in consideration of the covenants, agreements and representations hereinafter set forth, it is mutually agreed by the parties hereto that the Agreement entered by the parties on June 27, 2023, is further amended as follows:

I. Additional Professional Services

The ENGINEER will provide professional assistance pertaining to the five-year update to the existing Risk and Resilience Assessment within the City of Lawton. The ENGINEER will provide the scope of services in conformance with the attached Exhibit A – Scope of Services (“Services”) and Exhibit B – Fee Summary and the applicable contract requirements as specified in the Agreement.

The OWNER will compensate ENGINEER for engineering work associated with the Services outlined in Exhibit B for a lump sum amount not to exceed twenty-four thousand fifty-eight dollars (\$24,058). In the event OWNER requests extra work be performed that is not already identified in the tasks above or the amended Agreement, OWNER and ENGINEER will negotiate an additional fee for such work. Any additional fee negotiated must be agreed to in writing by the parties prior to any such extra work commencing. The OWNER represents funding sources with the funds necessary to pay ENGINEER.

All other requirements of the Agreement remain in effect except those changed by contract amendments herein.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date set forth above.

ENGINEER

By: Mary Elizabeth Mach
Printed Name: Mary Elizabeth Mach

Title: Vice President

OWNER

APPROVED by the Council and signed by the Mayor for the City of Lawton this _____ day of _____, 20_____.

THE CITY OF LAWTON
A Municipal Corporation,

By: _____
MAYOR STANLEY BOOKER

ATTEST:

DONALYNN BLAZEK-SCHERLER, CITY CLERK

APPROVED as to form and legality this _____ day of _____, 20_____.

JOHN R. ANDREW, CITY ATTORNEY

Exhibit B

City of Lawton Lawton Risk and Resilience Assessment Update

FEE SUMMARY

Basic Services Section	Estimated Fees
Task 1 - Project Management, Kickoff Meeting, and Coordination	\$ 1,882.00
Task 2 - Data Acquisition and Historical Data Review	\$ 3,208.00
Task 3 - Risk and Resilience Assessment Review	\$ 7,452.00
Task 4 - Cybersecurity Assessment Review	\$ 2,029.00
Task 5 - Risk and Resilience Assessment Update TM	\$ 4,675.00
Task 6 - Emergency Response Plan Update	\$ 4,812.00
Subtotal for Basic Services Section	\$ 24,058.00
Total All Services	\$ 24,058.00

EXHIBIT A – SCOPE OF SERVICES

LAWTON AWIA COMPLIANCE UPDATE

Lawton Risk and Resilience Assessment Update

General

The City of Lawton (Owner) is conducting a five-year update to their existing Risk and Resilience Assessment (RRA) of the water system infrastructure to remain in compliance with America's Water Infrastructure Act of 2018 (AWIA) §2013. Garver will perform the review and update to the RRA and review and update the existing Emergency Response Plan (ERP) to incorporate any applicable changes from the updated RRA. The tasks included under the scope of services include the following:

- Task 1 – Project Management, Kickoff Meeting, and Coordination
- Task 2 – Data Acquisition and Historical Data Review
- Task 3 - Risk and Resilience Assessment Review
- Task 4 – Cybersecurity assessment review
- Task 5 – Risk and Resilience Assessment Update Technical Memorandum (TM)
- Task 6 – Emergency Plan response Update

1.0 Task 1 – Project Management and Coordination

Garver will complete the following project administration tasks over the duration of the project:

- A. Coordination with the Owner throughout the project. Garver will develop a Project Management Plan (PMP) and Quality Assurance/Quality Control (QA/QC) Plan to be executed in each task.
- B. Prepare and provide monthly progress/status reports, sufficient to support monthly billings. Monthly status reports shall be submitted with monthly invoices and project updates.

2.0 Task 2 – Data Acquisition and Historical Data Review

Prior to beginning the assessment, the Owner will provide Garver with the following information if available:

- A. Utility Vision and Mission Statement
- B. Population Data
- C. Existing Standard Operating Procedures
- D. Owner Organization Chart
- E. As-built drawings for any updated facilities since the last report
- F. Major equipment list and/or computerized maintenance management system (CMMS) list for any new or upgraded assets since the last report
- G. SCADA network diagram and security levels/settings
- H. IT infrastructure diagram, financial software system configuration diagram, number of internet connections, and security levels/settings
- I. Previous applicable studies and reports completed within the last five years, such as:
- J. Risk Management Program(s) (RMPs)
- K. Cybersecurity Assessments
- L. Water Conservation and Drought Contingency Plan
- M. Water Master Plan including:
 - a. Security Audit(s)
 - b. Risk and Resiliency Plans
 - c. Emergency Response Plans

Garver will review the existing materials and reports provided by the Owner. If reports and/or studies are incomplete, conflicting, or non-compliant with AWIA requirements, Garver will develop a list of items that require additional updates or development. This scope does not include extra work for addressing these conflicts.

3.0 Task 3 – Risk and Resilience Assessment Review

Garver will conduct a risk and resilience assessment review utilizing the information provided from the data acquisition and historical data review. This process will include the following:

- A. Kick Off Workshop
 - a. Garver will conduct a one (1) hour workshop with the Owner's Project Core Team. The Project Core Team should include key personnel from City staff including relevant members of the Management, Finance, Operations, Maintenance, Distribution, Electrical, SCADA and Information Technologies Divisions. This meeting will:
 - i.outline the assessment update process,
 - ii.review the mission critical facilities listed in the existing RRA with Owner to identify required updates, and
 - iii.identify key individuals to assist with information transfer to Garver.
- B. Water System Facilities Review.
 - a. In no more than three (3) virtual workshops with applicable members of the Project Core Team, Garver will review the previously documented water system facilities' entries and recommendations in the EPA Vulnerability Self-Assessment Tool (VSAT) to determine the existing validity of or updates needed regarding:
 - i.Population served
 - ii.Average daily water service
 - iii.Average water rate per 1,000 gallons
 - iv.Threats, vulnerabilities, and consequences of the assets
 - v.Previously recommended improvements
 - vi.Financial impacts from the risks and updated costs of the necessary improvements

4.0 Task 4 - Cybersecurity Assessment Review

During the Cybersecurity Assessment Review Task, Garver will:

- A. In one (1) virtual workshop with applicable members of the Project Core Team, Garver will review the previous responses to AWWA's cybersecurity assessment tool to identify any updates.
- B. Garver will update the responses, if necessary, as well as review the recommended controls previously proposed, and rerun the tool using AWWA's Use-Case Tool.

5.0 Task 5 - Risk and Resilience Assessment Update Technical Memorandum (TM)

- A. Garver will prepare a draft TM for review by the Owner prior to submission of recertification to EPA.
- B. Garver will update and prepare a final TM based on Owner comments.
- C. Garver will provide guidance to the Owner regarding the certification process. Certification must be completed by Owner and cannot be completed by Garver.

6.0 Task 6 – Emergency Response Plan Update

Garver will review the existing ERP and identify needed updates based on the updated Risk and Resilience Assessment and new resources provided by EPA.

- A. In one (1) virtual workshop with applicable members of the Project Core Team, Garver will walk through the existing ERP to determine additional updates needed, such as:
 - a. New or modified mutual aid agreements,
 - b. Additions or changes in equipment listed,
 - c. Additions or changes in staff,
 - d. Additions or changes in contact information for contractors, laboratories, media, external response partners, and emergency response teams.
- B. Garver will prepare a draft ERP for review by Owner.
- C. Garver will update and prepare a final ERP based on Owner comments.
- D. Garver will provide guidance to the Owner regarding the certification process. Certification must be completed by Owner and cannot be completed by Garver.

Project Deliverables

The following will be submitted to the Owner, or others as indicated, by Garver:

- Electronic copies of the draft and final RRA TMs in pdf and word format.
- Three (3) hard copies of the final RRA TM.
- Electronic copies of the draft and final ERP in pdf and word format.
- Three (3) hard copies of the final ERP.

Schedule

This schedule is not only contingent on Owner review and authorization to proceed for each Task, but also regulatory and funding agencies review and response time. Garver shall begin work under this Agreement within ten (10) day of Notice to Proceed and shall complete the work in accordance with the schedule below:

Engineering Report Project Tasks	Calendar Days
Task 1: Project Management	Project Duration
Task 2: Data Acquisition and Historical Data Review	7 days from NTP
Task 3: Risk and Resilience Assessment Review	30 days from NTP
Task 4: Cybersecurity Assessment Review	30 days from NTP
Task 5: Risk and Resilience Assessment Update TM	20 days from completion of Task 4
Task 6: Emergency Response Plan Update	As needed



City of Lawton

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

Commentary

File #: 25-0171

Agenda Date: 3/11/2025

Agenda No: 16.

ITEM TITLE:

Consider accepting and approving the transfer of 1.49 acres at NW 6th Street and NW Ferris Avenue to Lawton Public School in exchange for 1.68 acres at SW 17th Street and Lee Boulevard and authorizing the Mayor and City Clerk to execute the deed.

INITIATOR: John Ratliff, City Manager

STAFF INFORMATION SOURCE: John Ratliff, City Manager
Cindy Augustine, Real Property Coordinator

BACKGROUND: Lawton Public School requested a 45-foot strip of land, totaling 1.49 acres, along the eastern boundary of their existing property at NW 6th Street and NW Ferris Avenue. This request is intended to facilitate the addition of bleachers on the eastern side of their athletic field. In return for this strip of land, Lawton Public School will convey 1.68 acres adjacent to the new animal welfare facility located at SW 17th Street and Lee Boulevard.

The deed from the City of Lawton for the 1.49 acres does contain a reversionary clause that states if the property is not used for public purposes, it would revert back to the City of Lawton.

The School Board approved the exchange and executed the deed for the 1.68 acres to the City of Lawton at their March 3, 2025, meeting. There are no restrictions on the deed from Lawton Public School.

EXHIBIT: Copies of the Quit Claim Deeds
Visual of Land Transfers

KEY ISSUES: N/A

FUNDING SOURCE: N/A

STAFF RECOMMENDED COUNCIL ACTION: Accept and approve the transfer of 1.49 acres at NW 6th Street and NW Ferris Avenue to Lawton Public School in exchange for 1.68 acres at SW 17th Street and Lee Boulevard and authorize the Mayor and City Clerk to execute the deed.

QUIT CLAIM DEED

KNOW ALL MEN BY THESE PRESENTS:

THIS INDENTURE, made between **CITY OF LAWTON, a Municipal Corporation of 212 SW 9th Street, Lawton, OK 73501,** Comanche County, State of Oklahoma, hereinafter referred to as "Grantor", and **The Board of Education of the Independent School District #8, Comanche County, of 753 NW Ft. Sill Blvd., Lawton, Oklahoma, 73507,** hereinafter referred to as "Grantee",

WITNESSETH, that said Grantor, in consideration of the sum of Ten Dollars and NO/100 Dollars (\$10.00) in hand paid, the receipt of which is hereby acknowledged, do hereby Quitclaim, Grant, Bargain, Sell and Convey unto Grantee the following described real property and premises situate in Comanche County, State of Oklahoma, to-wit:

Commencing at the SW corner of the North half of Section Thirty (30), Township Two (2) North, Range Eleven (11) West, I.M., Comanche County, Oklahoma, according to the US Government Survey thereof; THENCE East a distance of 58.125 feet; THENCE North a distance of 33 feet; THENCE East a distance of 1116.375 feet to the point of beginning, this point of beginning being on the North side of NW Ferris Avenue and is the East property line of property previously conveyed to the Board of Education of the Independent School District # 8 as recorded in Book 381 on Page 390 of the Comanche County Clerks records; THENCE East a distance of 45 feet; THENCE North a distance of 1440 feet; THENCE West a distance of 45 feet; THENCE South a distance of 1440 feet back to the point of beginning, containing 1.49 acres, more or less;

Subject, however to existing right-of-ways and easements, and excepting all of the mineral rights in and on or underlying said land; and subject to the condition that the grantee shall use the land for public purposes only and that upon a breach of this condition, the said land shall revert to the grantor herein.

TO HAVE AND TO HOLD said described premises unto the said Grantee, heirs and assigns forever, free, clear and discharged of and from all former grants, charges, taxes, judgments, mortgages and other liens and encumbrances of whatsoever nature.

Signed and delivered this _____ day of _____, 2025.

CITY OF LAWTON, a Municipal Corporation

STANLEY BOOKER, MAYOR

ATTEST:

DONALYNN BLAZEK-SCHERLER, CITY CLERK

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

TIMOTHY WILSON, ACTING CITY ATTORNEY

CORPORATE ACKNOWLEDGEMENT

STATE OF OKLAHOMA)
) SS
COUNTY OF COMANCHE)

Before me, the undersigned, a Notary Public in and for said County and State on this _____ day of _____, 2025, personally appeared Stanley Booker to me known to be the identical person who executed the within and foregoing instrument as its Mayor, and acknowledged to me that they executed the same as their free and voluntary act and deed and as the free and voluntary act of such corporation for the uses and purposes therein set forth.

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

Notary Public

My commission expires:

My commission number:

QUIT CLAIM DEED

KNOW ALL MEN BY THESE PRESENTS:

THIS INDENTURE, made between **The Board of Education of the Independent School District #8, Comanche County, of 753 NW Ft. Sill Blvd., Lawton, Oklahoma, 73507**, Comanche County, State of Oklahoma, hereinafter referred to as "Grantor", and **CITY OF LAWTON, a Municipal Corporation of 212 SW 9th Street, Lawton, OK 73501**, hereinafter referred to as "Grantee",

WITNESSETH, that said Grantor, in consideration of the sum of Ten Dollars and NO/100 Dollars (\$10.00) in hand paid, the receipt of which is hereby acknowledged, do hereby Quitclaim, Grant, Bargain, Sell and Convey unto Grantee the following described real property and premises situate in Comanche County, State of Oklahoma, to-wit:

Commencing at the SE corner of the SW Quarter (SW¹/₄) of Section Thirty-six (36), Township Two (2) North, Range Twelve (12) West, I.M., Comanche County, Oklahoma, according to the US Government Survey thereof; THENCE North a distance of 50 feet; THENCE West a distance of 80 feet; THENCE North parallel to the east boundary of said SW¹/₄ a distance of 250 feet to the point of beginning, this point of beginning being on the North property line of the Lawton Fire Prevention Center located at 1701 SW Lee Blvd and was previously conveyed to the City of Lawton and recorded in Book 446 on Page 568 of the Comanche County Clerks records; THENCE North a distance of 88 feet; THENCE West a distance of 365 feet; THENCE South a distance of 338 feet; THENCE East a distance of 165 feet; THENCE North a distance of 250 feet; THENCE East a distance of 200 feet back to the point of beginning, containing 1.68 acres, more or less;

Together with all the improvements thereon and the appurtenance thereunto belonging.

TO HAVE AND TO HOLD said described premises unto the said Grantee, heirs and assigns forever, free, clear and discharged of and from all former grants, charges, taxes, judgments, mortgages and other liens and encumbrances of whatsoever nature.

Signed and delivered this _____ day of _____, 2025.

The Board of Education of the
Independent School District #8

KEVIN HIME, SUPERINTENDENT

=====

CORPORATE ACKNOWLEDGEMENT

STATE OF OKLAHOMA)
) SS
COUNTY OF COMANCHE)

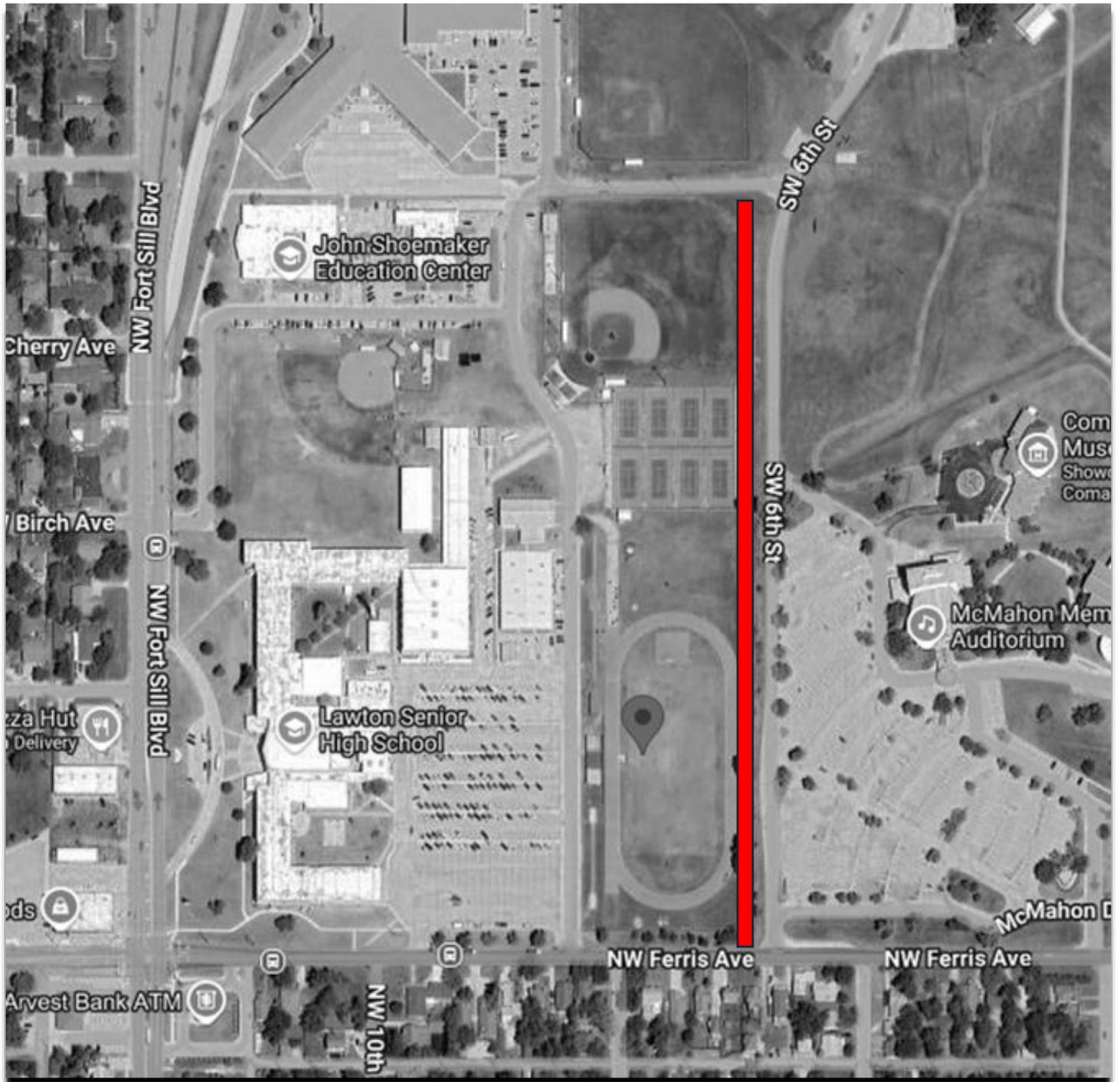
Before me, the undersigned, a Notary Public in and for said County and State on this ____ day of _____, 2025, personally appeared **Kevin Hime** to me known to be the identical person who executed the within and foregoing instrument as its Authorized Representative for **The Board of Education of the Independent School District #8**, and acknowledged to me that they executed the same as their free and voluntary act and deed and as the free and voluntary act of such corporation for the uses and purposes therein set forth.

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

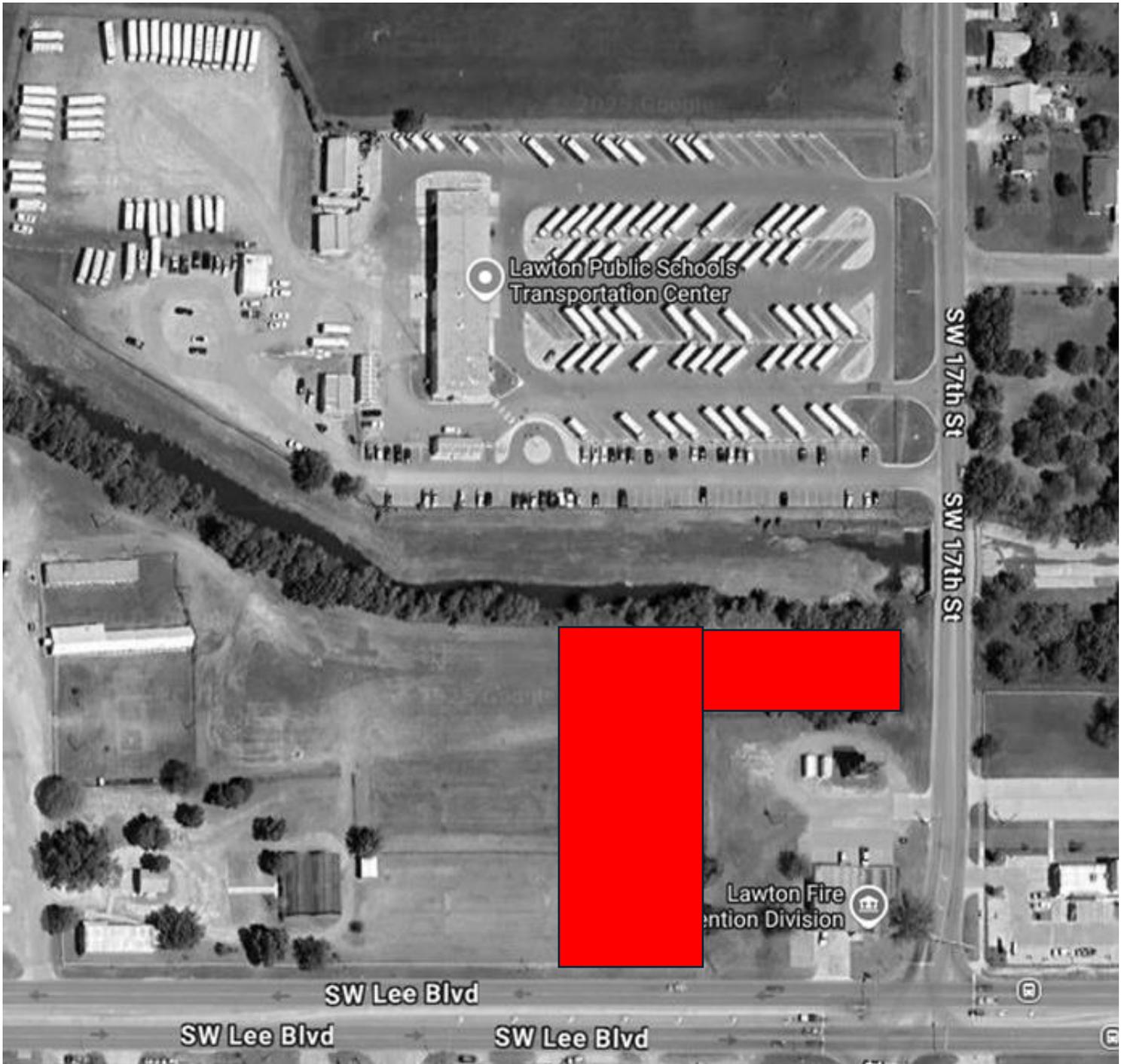
Notary Public

My commission expires:

My commission number:



1.49 acres from City of Lawton to LPS



1.68 acres from Lawton Public School to City of Lawton



City of Lawton

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

Commentary

File #: 25-0172

Agenda Date: 3/11/2025

Agenda No: 17.

ITEM TITLE:

Consider approving the Record Plat for Lamplighter Plaza a Replat of Lots 15-21 Block 5, Lee Addition and take appropriate action as deemed necessary.

INITIATOR: Christine James, Director of Planning

STAFF INFORMATION SOURCE: Kameron Good, Senior Planner

BACKGROUND: Lamplighter Plaza, LLC is the owner of Lots 15-21, Block 5, Lee Addition. This property is located on the north side of W Gore and to the east of NW Morford Dr. The original Lee Addition record plat was filed in 1947. The parcel is located in the Northwest Quarter of Section 25, Township 2-N, Range 12-W. The parcel currently has a strip center with three commercial building. The current zoning is C-5 General Commercial. This plat was reviewed and approved by Public Utilities, Planning and Fire Marshal.

This item went to the City Planning Commission on February 27, 2025. The CPC made a recommendation to approve the plat with a vote of 6-0.

EXHIBIT: Record Plat Lamplighter Plaza, a Replat of Lots 15-21 Block 5 Lee Addition

KEY ISSUES: N/A

FUNDING SOURCE: N/A

CPC RECOMMENDED COUNCIL ACTION: Approve the Record Plat for Lamplighter Plaza, a Replat of Lots 15-21 Block 5 Lee Addition.

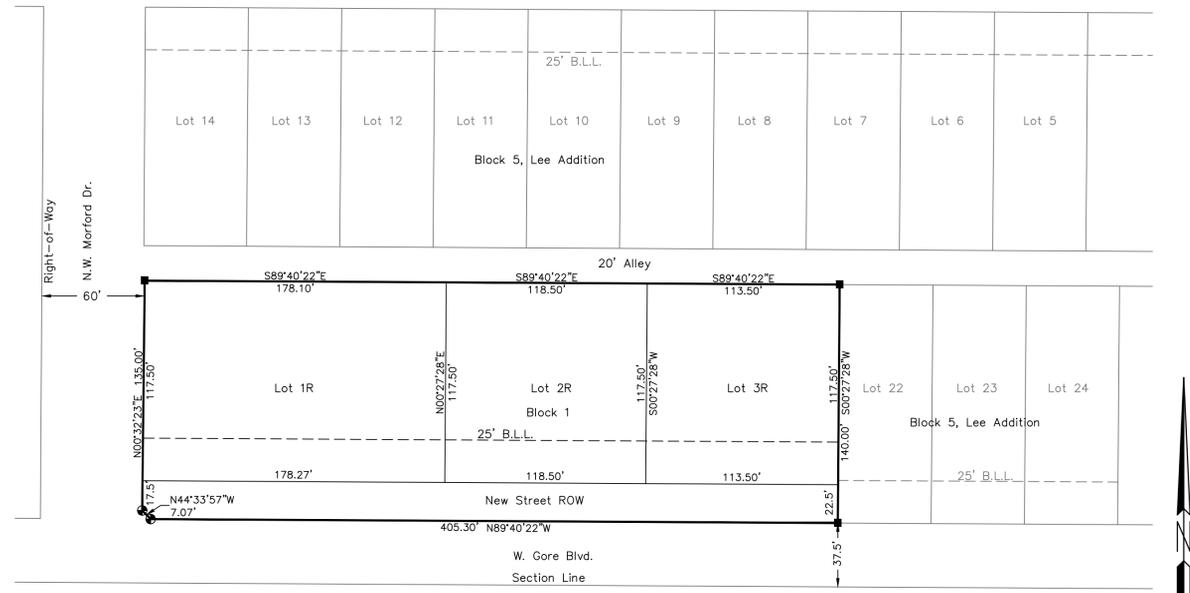


Lamplighter Plaza

A Replat of Lots 15-21, Block 5, Lee Addition To the City of Lawton, Comanche County, Oklahoma

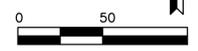
RESTRICTIONS AND COVENANTS:

- Lamplighter Plaza is composed of 3 lots as follows: Lot 1R (24,921.9 square feet), Lot 2R (16,590 square feet), and Lot 3R (15,890 square feet) Block 1.
- A common perpetual easement is created on, over, upon, and across portions of each lot for the purpose of vehicular and pedestrian ingress and egress to and from, and nonexclusive parking rights.
- The parties representing Lots 1R, 2R, and 3R create:
 - Perpetual, non-exclusive, mutual cross access easements for the purposes of vehicular and pedestrian ingress and egress on, over, upon and across the areas currently used as the parking and drive area.
 - Perpetual, non-exclusive, mutual common driveway easements for the purposes of vehicular ingress and egress on, over, upon, and across the area currently used as the parking and drive area.
 - Perpetual, non-exclusive, mutual common Parking easements for the use of all parking spaces within the current area used as parking and drive.
 - No changes in the current location, elevation, or layout of existing drives or parking spaces may be made without the written consent of all three owners.
- Maintenance of mutual easement areas. Each lot owner at its sole cost and expense shall maintain and keep the easement areas in a commercially reasonable condition and state of repair, as agreed by all three owners.
- Mutual Indemnities: Each lot will indemnify, defend, and hold harmless the other for, from, and against any and all claims suffered or incurred in connection with any alleged bodily injury or property damage arising out of the use or enjoyment of the Easement Area unless caused by negligence or willful misconduct.
- These conditions, restrictions, easements and all provisions of this agreement shall run with the land and be appurtenant to each portion of Lots 1R, 2R, and 3R and shall be binding upon each Owner thereof and all successors in title during their respective ownership.
- The terms and conditions may be abrogated, modified, rescinded or amended in whole or in part only by a written instrument executed by all the then Owners of Lot 1R, Lot 2R, and Lot 3R, and recorded in the office of the County Clerk, Comanche County, Oklahoma



Monuments and Permanent Markers

- ⊕ Type "B" Marker, mag nail set in concrete
- Type "B" Marker, 3/4" iron pin set in concrete
- Type "C" Marker, 1/2" iron pin at all lot corners, points of curvature and tangency of all inside and outside right-of-way lines, 3/4 inch iron pins on all block corners.



CITY PLANNING COMMISSION APPROVAL

I, _____, Chairman of the CPC for the City of Lawton, County of Comanche, State of Oklahoma, hereby certify that the said Commission duly approved the above foregoing annexed plat on this ____ day of _____, 2025.

ATTEST:

Chairman

Secretary

CERTIFICATE OF CITY CLERK

I, Donalynn Blazek-Scherler, City Clerk of the City of Lawton, State of Oklahoma, hereby certify that I have examined the records of the said City and find that all deferred payments or unmaturred installments upon special assessments have been paid in full and there is no special assessment procedure pending against the land shown on the above foregoing annexed plat except: NONE

on this ____ day of _____, 2025.

City Clerk

ACCEPTANCE OF DEDICATION BY CITY COUNCIL

Be it resolved by the City Council, City of Lawton, Oklahoma, that the dedications shown on the above foregoing annexed plat (if any) are hereby accepted. Adopted by the City Council, the City of Lawton, Oklahoma, this ____ day of _____, 2025. Approved by the Mayor of the City of Lawton, Oklahoma this ____ day of _____, 2025.

Mayor

City Clerk

State of Oklahoma) SS
County of Comanche)

This instrument was filed on this ____ day of _____, 2025 A.D. at ____ (am/pm), and duly recorded in Book _____, Page _____.

County Clerk

State of Oklahoma) SS
County of Comanche)

I, Carrie Tubbs, County Clerk of Comanche County, Oklahoma, do hereby certify that this is a true and correct copy of a like instrument as appears on record in this office on this ____ day of _____, 2025.

County Clerk

COUNTY TREASURER'S CERTIFICATE

I, Rhonda Brantley, do hereby certify that I am the duly elected, qualified and acting County Treasurer of Comanche County, State of Oklahoma, and that the tax records of the said county show all taxes are paid for the year _____ and prior years on the land shown on the above foregoing plat located in Comanche County, Oklahoma.

In witness whereof, said County Treasurer has caused this instrument to be executed at Lawton, Oklahoma on this ____ day of _____, 2025.

County Treasurer

OWNER'S CERTIFICATE AND DEDICATION

KNOW ALL MEN BY THESE PRESENTS: That Lamplighter Plaza, LLC, an Oklahoma Limited Liability Company being the sole owner in fee simple of the following described real property to wit:

Lots 15-21, Block 5, Lee Addition, A Subdivision in the Southwest Quarter, Section 25-Township 2N-Range 12W, I.M., Comanche County, Oklahoma, LESS AND EXCEPT a Tract Beginning at the Southwest Corner of said Lot 15; Thence North along the West line of Lot 15 a distance of 5.00 feet; Thence S45°00'00"E a distance of 7.07 feet to a point on the South Line of said Lot 15; Thence West along the South line of said Lot 15 a distance of 5.00 feet to the point of beginning.

It also provides Restrictions and Covenants as indicated on the face of this plat (items 1-7).

Witness my hand this ____ day of _____, 2025.

Managing Member

T. Curt Francois

State of Oklahoma) SS
County of Comanche)

This Foregoing instrument was acknowledged before me this ____ day of _____, 2025.

Notary Public

My Commission Expires: _____

My Commission Number: _____

SURVEYOR'S CERTIFICATE

I, H. Lester Seiger, a registered Land Surveyor in the State of Oklahoma, hereby certify that I have made a careful and accurate survey of the foregoing described property, and that the above foregoing plat is a correct representation of said survey. This plat of survey meets the Oklahoma Minimum Standards for the Practice of Land Surveying as Adopted by the Oklahoma State Board of Licensure for Professional Engineers and Professional Land Surveyors.

Witness my hand and seal this ____ day of _____, 2025.

Notary Public

State of Oklahoma) SS
County of Comanche)

This foregoing instrument was acknowledged before me this ____ day of _____, 2025.

Notary Public

My Commission Expires: _____

My Commission Number: _____



City of Lawton

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

Commentary

File #: 25-0176

Agenda Date: 3/11/2025

Agenda No: 18.

ITEM TITLE:

Consider setting the date of April 22, 2025 to hold a public hearing for the consideration of a request from the City's Public Works Department to close the north approximately 150' of the alley located near NW Denver Avenue and NW 31st Street, just to the east of 3106 NW Denver Avenue for the construction of a drainage berm.

INITIATOR: Christine James, Planning Director

STAFF INFORMATION SOURCE: Michael Watrous, Public Works Director
Kameron Good, Senior Planner
Cliff Haggemiller, Public Works Deputy Director

BACKGROUND: The Planning Department has received an alley closure request from the City's Public Works Department. The request is located near NW Denver Avenue and NW 31st Street, just to the east of 3106 NW Denver Avenue. PW is requesting to close the north approximately 150' of the alley to construct a drainage berm. PW will also install a gate near Denver Avenue to prevent access. The City of Lawton will retain a public utility easement.

The closure was sent to Public Utilities, Public Works, Police and Fire. All recommended approval with the condition a utility easement is maintained.

According to City Code and State Statutes, a 30-day written notice must be given to the property owners within 300 feet of the requested area and the private utility companies prior to Council considering the ordinance. This request meets the criteria of Council Policy 5-1 which establishes the criteria for closure of public ways and easements.

EXHIBIT: Location Map

KEY ISSUES: N/A

FUNDING SOURCE: N/A

STAFF RECOMMENDED COUNCIL ACTION: Set the date of April 22, 2025 to hold a public hearing for the consideration of a request from the City's Public Works Department to close the north approximately 150' of the alley near NW Denver Avenue and NW 31st Street, located just to the east of 3106 NW Denver Avenue for the construction of a drainage berm.



City of Lawton

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

Commentary

File #: 25-0177

Agenda Date: 3/11/2025

Agenda No: 19.

ITEM TITLE:

Consider setting the date of April 22, 2025, to hold a public hearing for the consideration of a request from the City's Public Works Department to close approximately 190 feet of the alley located on the east side of SW 9th Street, between SW I Avenue and SW J Avenue, for the removal of an unsafe bridge.

INITIATOR: Christine James, Planning Director

STAFF INFORMATION SOURCE: Michael Watrous, Public Works Director
Kameron Good, Senior Planner
Cliff Haggmiller, Public Works Deputy Director

BACKGROUND: The Planning Department has received a request from the City's Public Works Department to close approximately 190 feet of the alley located on the east side of SW 9th Street, between SW I Avenue and SW J Avenue, for the removal of an unsafe bridge. At the February 25, 2025, City Council meeting, Council directed staff to close a portion of the alley and demolish the M42-5 bridge in the alley. Public Works will install gates on either side of the existing bridge to prevent public access. The City of Lawton will retain a public utility easement.

The closure request was sent to Public Utilities, Public Works, Police and Fire. All recommended approval with the condition that a public utility easement is maintained.

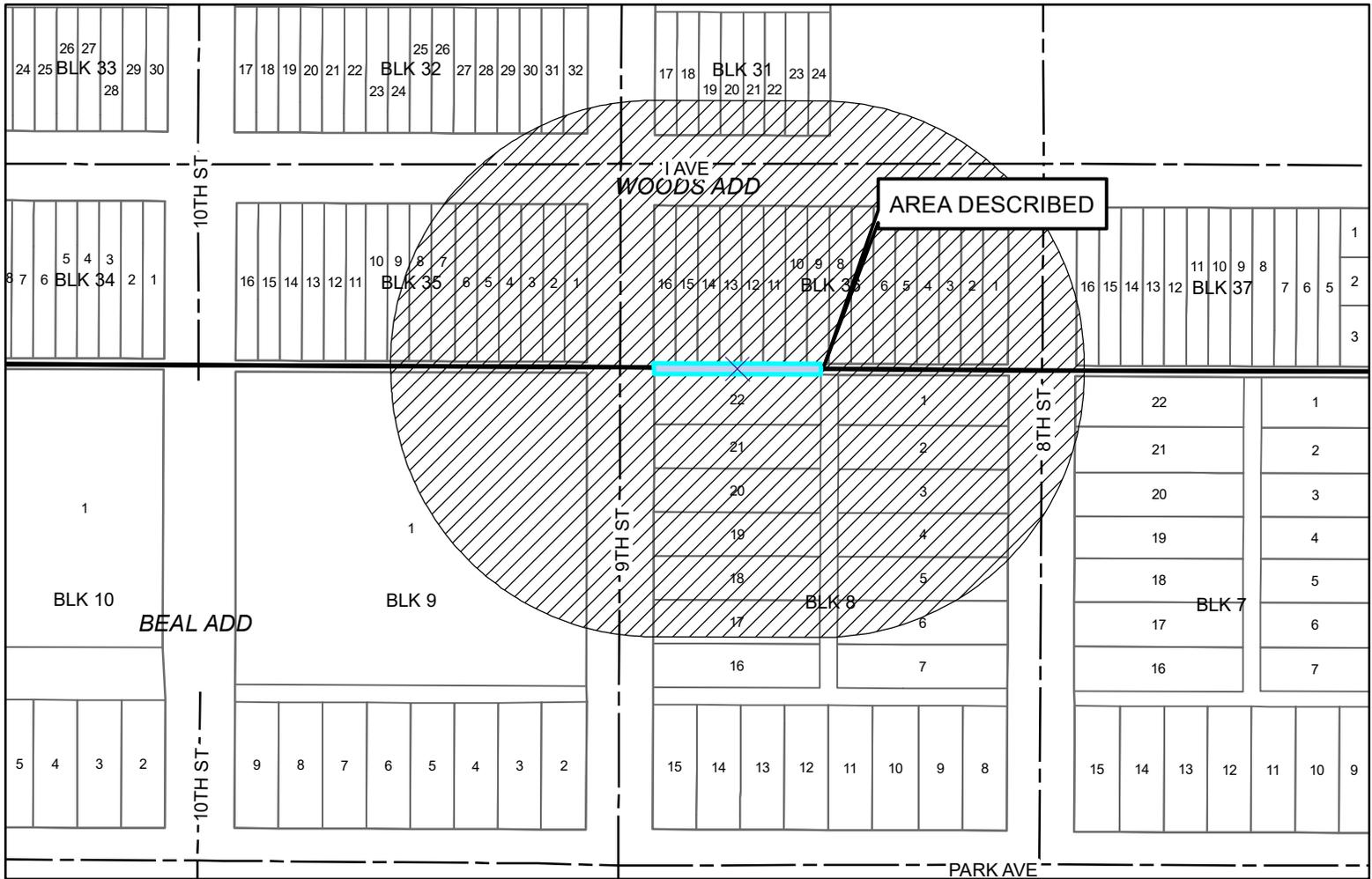
According to City Code and State Statutes, a 30-day written notice must be given to the property owners within 300 feet of the requested area and to the private utility companies prior to Council considering the ordinance. This request meets the criteria of Council Policy 5-1 which establishes the criteria for closure of public ways and easements.

EXHIBIT: Location Map

KEY ISSUES: N/A

FUNDING SOURCE: N/A

STAFF RECOMMENDED COUNCIL ACTION: Set the date of April 22, 2025, to hold a public hearing for the consideration of a request from the City's Public Works Department to close approximately 190 feet of the alley located on the east side of SW 9th Street, between SW I Avenue and SW J Avenue, for the removal of an unsafe bridge.



CLOSING OF PUBLIC WAY OR EASEMENT

REQUESTED BY: City of Lawton, Public Works

AREA DESCRIBED AS : THE PORTION OF ALLEY THAT RUNS EAST/WEST THAT IS LOCATED NORTH OF LOT 22, BLOCK 6, BEAL ADD (190' x 12.5')

Legend

-  300' Notice Boundary
-  Portion of Alley Between SW I Avenue & SW J Avenue SW 8th Street & SW 9th Street





City of Lawton

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

Commentary

File #: 25-0157

Agenda Date: 3/11/2025

Agenda No: 20.

ITEM TITLE:

Consider and acknowledge receipt of permit number WT000016240940 for the construction of SEWTP Force Main Construction Project (PU2422) from the Oklahoma Department of Environmental Quality.

INITIATOR: Rusty Whisenhunt, Director of Public Utilities

STAFF INFORMATION SOURCE: Rusty Whisenhunt, Director of Public Utilities

BACKGROUND: A new contract with Garver, LLC for design services for the WWTP Improvements Phase II project identified in the approved Engineering report and include the sludge removal designs for the Southeast Water Treatment Plant (SEWTP) that currently cause overloading of the WWTP solids will be authorized and will serve as effluent discharge for the Alternative Water Supply. The SEWTP Sludge handling design will stop the sludge being transferred to the WWTP that causes overloading of WWTP as well as treat the Alternative water supply solids. RFQ for Public Utilities related Professional Engineering Services was sent out on April 3, 2023, to ten (10) Engineering firms. Six (6) firms responded to the RFQ on May 3, 2023. A competitive evaluation grading process was conducted on the RFQ's received. Three (3) Firms (Jacobs Engineering Group, Freese and Nichols, and Garver LLC) were determined to meet the desired qualification of a Master Services Agreement for Public Utilities Engineering needs. Garver LLC was selected to be the most qualified in terms of knowledge and experience at the City of Lawton's WWTP and SEWTP. The design for phase 2 at WWTP and Solid's treatment system for the SEWTP was awarded to Garver, LLC, on June 27, 2023. The design is at 95% completion at this time. The force main is a 12" line running to nine mile creek sanitary sewer that will serve the solids handling facility at the SEWTP and the filtrate from the alternative treatment system.

This project benefits the citizen by providing a safe community and seeking the highest standards in our pursuit of excellence, as stated in the True North Culture statement, as we continue to better our water and wastewater treatment processes.

EXHIBIT: ODEQ Construction Permit

KEY ISSUES: None

FUNDING SOURCE: N/A

STAFF RECOMMENDED COUNCIL ACTION: Acknowledge receipt of permit number WT000016240940 for the construction of SEWTP 12" Force Main Construction Project (PU2422) from the Oklahoma Department of Environmental Quality.

February 10, 2025

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

Re: Permit No. WT000016240940
SE WTP dewatering improvements- force main conveying decant from dewatering process system
PWSID No. 1011303

Dear Mr. Booker:

Enclosed is Permit No. WT000016240940 for the construction of 6890 linear feet of twelve (12) inch PVC dewatering sewer forcemain and all appurtenances to serve the City of Lawton, Comanche County, Oklahoma.

The project authorized by this permit should be constructed in accordance with the plans approved by this Department on February 10, 2025. 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 set (1) 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
Joseph C. Haydock Mr., P.E., Garver Engineers

PERMIT No. WT000016240940

WATER TREATMENT

PWSID No. 1011303

PERMIT TO CONSTRUCT

February 10, 2025

Pursuant to O.S. 27A 2-6-304, the City of Lawton is hereby granted this Tier I Permit to construct 6890 linear feet of twelve (12) inch PVC dewatering sewer forcemain and all appurtenances to serve the SE WTP dewatering improvements- force main conveying decant from dewatering process, located in NW/4, NW/4, Setion 16, T-1-N, R-11-W, Comanche County, Oklahoma, in accordance with the plans approved on February 10, 2025.

Sludge will be disposed of in accordance with applicable rules and regulations regarding the disposal of waste sludges.

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 requirement for certified operators.

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

- 1) That the recipient of the permit is responsible that the project receive supervision and inspection by competent and qualified personnel.
- 2) 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.
- 3) 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.
- 4) 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.
- 5) That the issuing of this permit does not relieve the responsible parties from any damage which may accrue as the result of the location and operation of the plant in this area.
- 6) 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.
- 7) 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. WT000016240940

WATER TREATMENT

PWSID No. 1011303

PERMIT TO CONSTRUCT

- 8) 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.
- 9) That the water leaving the plant will be non-corrosive as determined by a calcium carbonate saturation index (langelier index), and the water shall contain at least 1.0 mg/l free chlorine or 2.0 mg/l of combined chlorine.
- 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. 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.

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 or provisions.



Rocky Chen, P.E., Engineering Manager, Construction Permit Section
Water Quality Division



City of Lawton

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

Commentary

File #: 25-0147

Agenda Date: 3/11/2025

Agenda No: 21.

ITEM TITLE:

Consider approving an amended Lease Agreement with Hillary Development, Incorporated for the purpose of securing a temporary office space for the Parks and Recreation Lake Division Headquarters.

INITIATOR: Larry Parks, Parks and Recreation Director

STAFF INFORMATION SOURCE: Larry Parks, Parks and Recreation Director

BACKGROUND: The Parks and Recreation Land and Lakes Division needs temporary office space to conduct daily operations while renovations are conducted at the permanent headquarters building. The temporary headquarters will ensure continuity of services and operational efficiency. A one-year lease agreement with two options 1 year extensions has been negotiated for office space owned by Hillary Development, Inc. located at 5215 NW Tackle Box Road, Lawton, Oklahoma 73507. This building meets the Division's space, accessibility, IT, and operational needs. The temporary relocation will ensure minimal disruption to public services, project planning and field operations. The selected space offers proximity to existing parks and recreational sites managed by the Lakes Division. On January, 14, 2025 this item was presented on the consent agenda and approved. On further review from Legal, it was determined that the original agreement was insufficient in regard to insurance requirements. The agreement has been amended to include the appropriate insurance requirements, and would be retroactive to February 3, 2025

EXHIBIT: Amended Lease Agreement

KEY ISSUES: Click or tap here to enter text.

FUNDING SOURCE: 1005006-52000

STAFF RECOMMENDED COUNCIL ACTION: Approve an amended Lease Agreement with Hillary Development, Incorporated for the purpose of securing a temporary office space for the Parks and Recreation Lake Division Headquarters.

COMMERCIAL LEASE AGREEMENT

THIS AGREEMENT made and entered into this 01 day of February 2025, by and between HILLIARY DEVELOPMENT, INC. (hereinafter referred to as "Landlord") and The City of LAWTON, (hereinafter referred to as "Tenant"), WITNESSETH:

This agreement repeals and replaces any previously signed version of the Agreement and shall remain in full force and effect unless otherwise agreed upon by the parties in writing.

For and in consideration of the Rent (as defined below) herein reserved, and of the covenants, conditions, agreements, and stipulations of the Tenant hereinafter expressed, the parties agree as follows:

1. **LEASED PREMISES.** The Landlord hereby leases to Tenant, and Tenant hereby leases from Landlord, the following described premises located in Comanche, Oklahoma:

All of Lot Eleven (11), and a portion of Lot Seven (7), and Lot Eight (8), RIDLING SUB-DIVISION, Comanche County Oklahoma, according to the recorded plat thereof; more particularly describing the portion of Lot 7 and Lot 8 as follows:

Beginning at the Southeast Corner of Lot 7; THENCE North 177.06 feet; THENCE Northwesterly on a curve to the right, having a radius of 5,854.6 feet, a distance of 55 feet; THENCE West parallel to the Section line, a distance of 11 feet; THENCE South 208.71 feet; THENCE East 56 feet, to the point of beginning; AND Beginning at the Southeast Corner of Lot 8; THENCE North 36.5 feet; THENCE Northwesterly 251.8 feet; THENCE South 177.06 feet; THENCE East 208.71 feet, to the point of beginning.

together with all improvements thereon and the appurtenances thereunto belonging.

See also Exhibit A hereto (the "Leased Premises").

2. **TERM.**

- a. **Possession Date.** Landlord shall deliver possession of the Leased Premises to Tenant on the day the lease is signed by all parties. (the "Possession Date"). Tenant shall be provided with reasonable opportunities to enter the Leased Premises prior to the Possession Date to take measurements and to perform customary work to prepare for the Possession Date so long as Tenant does not unreasonably disturb or interfere with the use of the existing occupant or the work of the Landlord. From and after the Possession Date, all of Tenant's obligations under this Lease, other than the obligation to pay Rent in the event the Possession Date precedes the Commencement Date, shall be in full force and effect.
- b. **Failure of Landlord to Deliver Possession.** In the event Landlord fails to deliver possession of the Leased Premises within thirty 30 days of the Possession Date, Tenant may elect to terminate this Lease by giving Landlord written notice of termination. Upon

the date that is fifteen (15) days following receipt of such notice by Landlord, this Lease shall terminate and be of no further force and effect, the Landlord shall return all amounts previously paid by Tenant to Landlord (except the application fee, if any) and the parties shall have no further liability to the other except for those liabilities that expressly survive termination of this Lease). Notwithstanding the foregoing, if Landlord delivers possession of the Leased Premises within the fifteen (15) day period following its receipt of Tenant's notice of termination, Tenant's notice shall be void and of no further force or effect and this Lease shall not terminate.

- c. Commencement Date and Term. The term of this Lease shall be for One (1) year (the "Term") commencing on the day the lease is signed by all parties (the "Commencement Date"). Following the initial term, the lease may be extended an additional two (2) additional periods of one year each.

3. RENT. Beginning on the Commencement Date and continuing throughout the Term, Tenant hereby covenants and agrees to pay Rent (as defined below) for the Leased Premises to the Landlord at PO Box 105, Lawton, Oklahoma 73501, or by such other means or at such other place as the Landlord may from time to time designate in writing. Rent for the first year of this Lease shall be due on or before January 1, 2025.

<u>Year</u>	<u>Rent</u>
1	\$21,000.00 per year

4. REAL ESTATE TAXES. Landlord shall be responsible for payment of all Real Estate Taxes. "Real Estate Taxes" shall be defined as including the following items: (i) real estate taxes, (ii) assessments levied, assessed, or imposed against such land and/or buildings or the rents or profits therefrom to the extent that the same shall be in lieu of all or any portion of any items hereinabove set forth, and (iii) all water and sewer rents, charges, taxes, and frontage assessed or imposed. If due to a change in the method of taxation, any franchise, income, profit, or other tax, however designated, shall be levied against Landlord's interest in the property in whole or in part for or in lieu of any tax which would otherwise constitute Real Estate Taxes, such taxes shall be included in the term Real Estate Taxes for purposes hereof.

5. PROPERTY INSURANCE. "Property Insurance" shall be defined as insurance coverage necessary to insure: (i) the building and improvements on the Leased Premises against loss or damage by fire or other casualty insurable under standard fire and extended coverage insurance (including, if necessary, flood insurance) in an amount equal to the full current replacement cost of said building and improvements, and (ii) for all claims, demands, or actions made by or on behalf of any person or entity arising from, related to, or connected with the Leased Premises or any act or omission of the Landlord or Tenant, for injury to or death of any person and for damage to property.

6. **USE OF LEASED PREMISES.** The Tenant shall use said Leased Premises for the administrative offices and management of local lake operations and for no other purpose whatsoever (the “Permitted Use”). Tenant shall comply with all present and future laws or ordinances applicable to the Leased Premises and shall not commit or suffer waste on the Leased Premises or use or permit anything on the Leased Premises which may be illegal, or constitute a private or public nuisance, or conflict with or invalidate or increase the cost of any of Landlord's fire and extended coverage insurance, or which may be dangerous to persons or the property of the Landlord or other tenants of Landlord's building, their agents, servants, employees, and customers.

7. **MAINTENANCE AND REPAIRS.**

a. Tenant’s Duty to Maintain, Repair and Replace. Tenant shall, at Tenant’s own cost, maintain and make all necessary repairs and replacements (with material of the same or better quality as that to be repaired or replaced) to the following:

i. The interior of the Leased Premises, including lights, windows, window glass, plate glass, doors, store fronts, lifts, floor surface and coverings, carpeting, interior walls, wall coverings, partitions and finish work, ceilings, dock bumpers, levelers, truck and rail doors, bathrooms, kitchens, and fixtures in the Leased Premises or used in connection therewith.

ii. The down spouts, fire sprinkler heads (if any), foam sprinkler system (if any), and in-rack sprinklers (if any) in the Leased Premises or used in connection therewith.

iii. All lawn and landscaping maintenance, including but not limited to keeping the lawn and landscaping adequately watered, the yard mowed, and the shrubbery trimmed.

iv. All other items in the Leased Premises or used in connection therewith that Landlord is not expressly obligated to maintain, repair, or replace pursuant to the terms of this Lease, including but not limited to:

1. Smoke detectors. Tenant acknowledges that Leased Premises is equipped with smoke detector(s) in good working order and repair. Tenant agrees to be solely responsible to check smoke detectors every thirty (30) days and notify Landlord immediately if smoke detectors are not functioning properly. Tenant shall replace batteries in smoke detectors as needed to insure they operate properly.
2. HVAC filters. Tenant is responsible for changing HVAC filters regularly (at least every three months), and shall be responsible for any HVAC servicing fees if excessively dirty HVAC filters

are present at any time. Tenant shall also be responsible for damage to HVAC systems caused by dirty or missing HVAC filters.

3. Light bulbs. Tenant is responsible for supplying and changing light bulbs as needed.
- b. Tenant's Obligations, Neglect and Omissions. All maintenance, repairs, and replacements performed by or at the direction of Tenant shall be done in a good and workmanlike manner and in accordance with the terms of this Lease and applicable laws. Notwithstanding anything to the contrary herein, Tenant shall be responsible for any maintenance, repair, or replacement (with material of the same or better quality as that to be repaired or replace) necessitated by the Tenant's neglect or omission and that of Tenant's agents, employees, invitees, licensees, or visitors. If Tenant fails to perform its obligations of maintenance, repair, or replacement hereunder, Landlord is authorized to come onto the Leased Premises, make such repairs, said Tenant shall thereupon reimburse and compensate the Landlord within thirty (30) days after rendition of a statement by the Landlord, for the total cost of such repair. Such cost shall be considered Additional Rent.
 - c. Notice of Needed Maintenance and Repairs. All requests for maintenance, repairs, and replacements that are the responsibility of Landlord under the terms of this Lease must be made in writing and delivered to Landlord in accordance with the notice provisions in this Lease. Tenant shall promptly notify Landlord of any work required to be performed by Landlord and Landlord is not responsible for any such work until Tenant notifies Landlord for the need thereof in writing. After receipt of such notice, Landlord will perform the required maintenance, repair, or replacement with reasonable diligence. Landlord's liability for any defects, repairs, replacement, or maintenance for which Landlord is specifically responsible under this Lease shall be limited to the cost of performing the work.

8. BUILDING SERVICES.

- a. Party Responsible for Building Services. Tenant shall be responsible for the charges and assessments for all electrical, gas, sanitary and storm sewerage, water, other utilities, sprinkler monitoring devices (if any), and security systems (if any) (the "Building Services") provided for the benefit of the Leased Premises. For those Building Services for which separate metering is available to the Leased Premises, Tenant shall arrange for connection to all such services and pay directly to the appropriate supplier all costs of such services, including but not limited to security deposits, initial connection charges, taxes, penalties, and surcharges.
- b. Party Responsible for Telecommunications Services. Landlord agrees to provide internet services at no cost to the Tenant.

- c. Interruptions. Landlord's failure to furnish, or any interruption or termination of, Building Services or Telecommunications Services or other services due to the application of laws, the failure of any equipment, the performance of repairs, improvements or alterations, or the occurrence of any event or cause beyond the reasonable control of Landlord shall not render Landlord liable to Tenant, constitute a constructive eviction of Tenant, give rise to an abatement of rent, nor relieve Tenant from the obligation to fulfill any covenant or agreement. Notwithstanding the foregoing and anything contained in this Lease to the contrary, if (a) an interruption or curtailment, suspension or stoppage of an Essential Service (as defined below) shall occur as a result of repairs to the Leased Premises or the property of which the Leased Premises forms a part made by Landlord, or the negligence or willful misconduct of Landlord, its agents, contractors, or employees (any such repair, negligence, or willful misconduct, or interruption of an Essential Service being hereinafter referred to as a "Service Interruption"), and (b) such Service Interruption continues for more than three (3) consecutive days after Landlord shall have received written notice thereof from Tenant, and (c) as a result of such Service Interruption, the conduct of Tenant's normal operations in the Leased Premises are adversely affected, then there shall be an abatement of one day's prorated Rent for each day during which such Service Interruption continues after such three (3) day period; provided, however, if Tenant's use of the entire Leased Premises have not been adversely affected by the Service Interruption, the amount of abatement shall be equitably prorated. For purposes hereof, the term "Essential Services" shall mean the following services: water, sewer/septic, electricity, telecommunications, natural gas, air conditioning and heating services.
- d. Use of Sewerage. Tenant shall pay all costs caused by Tenant's introduction of excessive pollutants or solids other than ordinary human waste into the sanitary sewer system, including but not limited to permits, fees and charges levied by any governmental subdivision for any such pollutants or solids. Tenant shall pay all surcharges levied due to Tenant's use of sanitary sewer or waste removal systems.

9. **JANITORIAL SERVICES AND PEST EXTERMINATION**. Tenant agrees to keep all rubbish and garbage in containers while on the Leased Premises and shall dispose of all such rubbish and garbage in the dumpster or other containers located on or in the vicinity of the Leased Premises. The Tenant shall perform and provide for all of Tenant's janitorial services and pest extermination required on the Leased Premises.

10. **SUBLETTING AND ASSIGNING**.

- a. Sublet or Assignment by Tenant. The Tenant shall not sublet any portion of the Leased Premises nor assign this Lease in whole or in part without the written consent of the Landlord as to both the terms of such assignment or sublease and the identity of such assignee or sublessee. In the event of a subletting so approved by Landlord, Tenant shall nevertheless remain obligated to Landlord under the terms of this Lease Agreement. Further, consent by Landlord to one subletting or assignment shall not operate as a consent to any subsequent subletting or assignment.

- b. Transfer or Assignment by Landlord. The Landlord is entitled to sell, transfer or assign, in whole or in part, its rights and obligations under this Lease and in the Leased Premises. Any such sale, transfer or assignment shall release Landlord from all liabilities arising after the date of such sale, assignment or transfer, and Tenant agrees to look solely to the successor in interest of the Landlord for the performance of such obligations.

11. **PARKING**. Landlord will provide reasonable, non-exclusive parking to accommodate Tenant's Permitted Use of the Leased Premises during the Term. Tenant shall not allow its agents, employees, or invitees or visitors to utilize parking areas or adjacent street parking, if any, in a manner that exceeds the reasonable and customary parking needs associated with the Tenant's Permitted Use of the Leased Premises or that unreasonably interferes with the reasonable parking needs of other properties in the Leased Premises. Landlord agrees to remove all brick parking barricades from property and allow Tenant to gravel more parking area from the garage door, northerly to the existing gravel pad.

12. **LAWS**. Tenant, at its own cost, shall comply with all zoning requirements, restrictive covenants and encumbrances of record affecting the Leased Premises and all laws, ordinances, orders, rules and regulations now in effect or enacted subsequent to the date hereof by state, federal, municipal or other agencies and bodies having jurisdiction over Tenant or the use, condition and occupancy of the Leased Premises and all matters of record and any regulations pursuant thereto affecting the Leased Premises.

13. **SIGNS, AWNINGS, CANOPIES, ETC.** The Tenant shall not install nor maintain any sign (whether neon, translucent, plastic, or otherwise), awning, or canopy anywhere on the property containing the Leased Premises and will not place nor maintain on any exterior door, wall or window of the property containing the Leased Premises any decoration, lettering or advertising matter unless plans and specifications shall first be approved by Landlord in writing. Further, Tenant agrees to maintain such sign, awning, canopy, decoration, lettering, or advertising matter as may be approved by Landlord in good condition and repair at all times. Any approved sign, awning, canopy, decoration, lettering, or advertising matter shall comply with all terms and conditions of the requirements set forth in the Rules and Regulations and Landlord may, at Tenant's cost, remove any item installed or maintained in violation of the terms of this Lease after providing Tenant written notice and ten (10) days to remedy the violation.

14. **CONDITION OF THE PREMISES, CHANGES, AND IMPROVEMENTS.**

- a. Condition of Leased Premises. Prior to occupying the Premises, Tenant is responsible for inspecting the Premises for cleanliness and existing damage. If the Premises needs any cleaning or repairs, Tenant must notify Landlord in writing prior to occupying the Premises, but in no event later than twenty-four (24) hours after the Possession Date. Landlord warrants that, as of the Possession Date, the existing electrical, plumbing, fire sprinklers (if any), lighting, heating, ventilation and air conditioning systems, sump pumps (if any) and all other such systems servicing the Leased Premises shall be in good operating condition and structural elements of the roof, bearing walls, and foundation of

the Leased Premises are free of material defects. Subject to the foregoing, Tenant acknowledges that Tenant has inspected the Leased Premises and hereby accepts same in "as is" condition and that Landlord has made no warranties and/or representations regarding the condition of the Leased Premises other than that to Landlord's knowledge (i) the Leased Premises are not subject to any restrictive covenants or restrictions, easements or declarations that would adversely affect the Tenant's Permitted Use; (ii) the Landlord is the fee owner of the Leased Premises; (iii) the Leased Premises are in compliance with all applicable laws, rules, codes and ordinances; and (iv) there is no pending or threatened litigation or enacted, pending or proposed condemnation proceedings or other governmental action that would adversely affect Tenant's rights to engage in the Permitted Use and use and enjoy the Leased Premises as provided in this Lease.

- b. Landlord Not Obligated to Make Improvements or Alterations. Landlord shall have no obligation to make any improvements or alterations in or to the Leased Premises, nor shall Landlord be obligated to pay Tenant any allowance for such improvements or alterations.
- c. Tenant Alterations. Tenant shall not make any changes, alteration, additions, or improvements to the Leased Premises without the written consent of the Landlord, which may be withheld in Landlord's sole discretion. Provided, however, Tenant may, at Tenant's own cost, erect such shelves, bins, machinery, trade fixtures and other free-standing structures (collectively, "Trade Fixtures") in the ordinary course of Tenant's business so long as the Trade Fixtures do not alter the basic character of the Leased premises, do not damage the Leased Premises, do not affect any structural components, the roof, or the electrical, plumbing, or mechanical systems of the Leased Premises. Further, such Trade Fixtures must be removable from the Leased Premises without damage to the Leased Premises and the construction, erection, and installation of the Trade Fixtures must comply with all terms of this Lease and applicable laws. The only exception is ADA entrance/exit requirements.
- d. Landlord's Approval of Tenant Alterations. In the event Landlord provides written consent to Tenant to make any alterations or physical additions in or to the Leased Premises (the "Tenant Alterations"), Landlord's review and approval of plans and specifications and monitoring of construction shall be solely for Landlord's benefit and shall not impose any duty or obligation on Landlord to confirm that the plans and specifications and construction comply with all terms of this Lease and applicable laws. Any Tenant Alterations shall be made or performed at Tenant's own cost in compliance with all terms of this Lease. All Tenant Alterations must be made or performed in a good and workmanlike manner. All Tenant Alterations become the property of the Landlord upon completion and must, at the option of the Landlord, be surrendered to Landlord upon termination of this Lease without credit to Tenant; provided, however, Landlord, at Landlord's option, may require Tenant, at Tenant's own cost, to remove any Tenant Alterations prior to vacating the Leased Premises and to restore the Leased Premises to the condition existing as of the Possession Date. Upon completion of any Tenant

Alterations, Tenant shall provide Landlord with “as built” plans, copies of all contracts concerning work on the Tenant Alterations, and proof of payment for all labor and materials, including but not limited to lien waivers.

- e. Landlord’s Right to Make Changes and Alterations. Landlord reserves the right at any time to make changes, alterations, or additions in or on the property in which the Leased Premises are contained, provided that any such changes, alterations, or additions shall not in any material manner limit, reduce, or otherwise adversely affect Tenant’s rights under this Lease or Tenant’s ability to use and quietly enjoy the Leased Premises in accordance with the terms of this Lease.

15. LIMIT OF LANDLORD’S LIABILITY. Neither the Landlord nor its employees, directors, officers, or agents will be liable in damages, by abatement in Rent or otherwise, for any loss or damage to any property of the Tenant on the Leased Premises, nor any property of Tenant’s agents, employees, invitees, or visitors whether by theft or from any other cause whatsoever. Neither the Landlord nor its employees, directors, officers, or agents will be liable for any injury or damage to persons or property on the Leased Premises; nor will the Landlord or its employees, officers, director, or agents be liable for any damage caused by operations in construction of any private or public or quasi-public work. None of the limitations of the liability provided for in this paragraph shall apply if such loss, injury, or damages are proximately caused by the gross negligence or breach of the Landlord.

16. HAZARDOUS SUBSTANCES.

- a. Definition of Hazardous Substances. The term “Hazardous Substances” means dangerous waste, hazardous waste or hazardous substances that are regulated as toxic or otherwise hazardous to human health or the environment under any applicable law. Hazardous Substances includes, but is not limited to, any hazardous waste or hazardous substance as defined in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended (42 U.S.C. § 9601 *et seq.*), the Resource Conservation and Recovery Act as amended (42 U.S.C. § 6901 *et seq.*), or any analogous state or local law.
- b. Hazardous Substance Use. All use, storage, release, handling, transportation, treatment, or storage by Tenant of Hazardous Substances on the Leased Premises shall be carried out in compliance with applicable federal, state, and local laws, ordinances, and regulations. Tenant shall not dispose of Hazardous Substances on the Leased Premises.
- c. Landlord’s Representation. Landlord represents and warrants that to the best of Landlord’s knowledge, Landlord having no obligation to have made any independent study or investigation, that (i) there have been no releases of Hazardous Substances on the Leased Premises, (ii) no Hazardous Substances have been used, generated, treated, stored or disposed of on the Leased Premises, and (iii) no claim of liability relating to the presence of adverse environmental conditions on the Leased Premises has been made or has threatened to be made.

17. **INSURANCE.**

- a. Tenant's Insurance. Tenant, at Tenant's own expense, shall procure and maintain in full force and effect throughout the term of this Lease, insurance coverage applicable to the Leased Premises, its appurtenances, and the Tenant's activities covering loss or damage to real property. Coverage limit of such insurance must be no less than full replacement cost. Additionally, the Tenant shall self-insure against bodily injury occurring on the Leased Premises, in accordance with the provisions of the Oklahoma Governmental Tort Claims Act.
- b. Landlord's Insurance. Landlord has no obligation to insure Tenant or any of Tenant's property. Further, Tenant shall have no right in or claim to the proceeds of any policy of insurance maintained by Landlord.

18. **LIENS AND ENCUMBRANCES.**

- a. Encumbering Title. Tenant shall not do any act which shall in any way encumber the title of Landlord in and to the Leased Premises, nor shall the interest or estate of Landlord in the Leased Premises be in any way subject to any claim by way of lien or encumbrance, whether by operation of law or by virtue of any express or implied contract by Tenant. Any claim to, or lien upon, the Leased Premises arising from any act or omission of Tenant shall accrue only against the leasehold estate of Tenant and shall be subject and subordinate to the paramount title and rights of Landlord in and to the Leased Premises.
- b. Liens and Right to Contest. Tenant shall not permit the Leased Premises to become subject to any mechanics', laborers', or materialmen's lien on account of labor or material furnished to Tenant or claimed to have been furnished to Tenant in connection with work of any character performed or claimed to have been performed on the Leased Premises by, or at the direction or sufferance of, Tenant; provided, however, that Tenant shall have the right to contest in good faith and with reasonable diligence the validity of any such lien or claimed lien, if Tenant shall give to Landlord such security as may be deemed satisfactory to Landlord to insure payment thereof and to prevent any sale, foreclosure, or forfeiture of the Leased Premises by reason of non-payment thereof; provided further, however, that on final determination of the lien or claim for lien, Tenant shall immediately pay any judgment rendered, with all proper costs and charges, and shall have the lien released and any judgment satisfied.

19. **ESTOPPEL CERTIFICATE STATEMENT, ATTORNMENT, SUBORDINATION, AND EXECUTION OF DOCUMENTS.**

- a. Estoppel Certificates.

i. Tenant agrees that at any time and from time to time at reasonable intervals, within five (5) business days after written request by Landlord, Tenant will execute, acknowledge, and deliver to Landlord, Landlord's mortgagee, or others designated by Landlord, a certificate in such form as may from time to time be provided to Tenant, ratifying this Lease, and certifying:

1. that this Lease is in full force and effect, and has not been assigned, modified, supplemented, or amended in any way, or, if there has been any assignment, modification, supplement, or amendment, identifying the same;
2. that this Lease represents the entire agreement between Landlord and Tenant as to the subject matter hereof any assignment, modification, supplement, or amendment, identifying the same.
3. the Commencement Date and Termination Date;
4. that all conditions under this Lease to be performed by Landlord have been satisfied (and if not, what conditions remain unperformed);
5. that to the knowledge of the signer of such writing, no default exists in the enforcement of this Lease by Landlord or specifying each default, defense, or offset of which the signer may have knowledge;
6. that no rental has been paid in advance other than for the month in which such certificate is signed by Tenant;
7. the amount of the security deposited with Landlord; and
8. the date to which all rentals due hereunder have been paid under this Lease.

ii. Tenant's failure to deliver such certificate, in addition to being a default under this Lease, will (1) be deemed to establish conclusively items (a)(1) through (a)(8) above. Any note and cure provisions set for in any other part of this Lease do not apply to a default of this subsection (a).

- b. Attornment. Tenant shall, in the event any proceedings are brought for the foreclosure of, or in the event of exercise of the power of sale under any mortgage covering the Leased Premises, attorn to the purchaser upon any such foreclosure or sale and recognize such purchaser as the Landlord, subject to all of Tenant's duties, obligations, rights, and options under this Lease.

- c. Subordination of Lease. Upon request by the Landlord, Tenant shall subordinate its rights hereunder to the lien of any mortgage or mortgages, or the lien resulting from any other method of financing or refinancing, now or hereafter in force against the land and/or the buildings of which the Leased Premises are a part, or against any buildings hereafter placed upon the land of which the Leased Premises are a part, and to all advances made or hereafter to be made upon the security thereof; provided, however, that a condition precedent to Tenant's requirement to subordinate hereunder shall be that Tenant, upon any default in the terms of such financing by Landlord, shall have the right to pay the Rent due hereunder directly to the mortgagee or other persons to whom Landlord may be obligated under such financing and, as long as Tenant does so pay the Rent as herein provided, this Lease and all Tenant's rights and options hereunder shall remain in full force and effect as to such mortgagee or other financing obligee of Landlord.
- d. Further Instruments or Certificates. The Tenant, upon request of any party in interest, shall execute, within five (5) business days of Tenant's receipt, such instruments or certificates to carry out the intent of this Section as shall be requested by the Landlord. Provided, however, that nothing contained in such instruments or certificates required by Landlord shall be in derogation of any rights granted to Tenant hereunder, nor expand Tenant's obligations hereunder, and if any such instruments or certificates would have the effect of accomplishing one or both of the foregoing, either explicitly or implicitly, then Tenant shall not be obligated to execute the same.

20. NOTICES: All notices, requests, instructions, and other communications to be given under this Agreement must be in writing and given by hand delivery in return for a receipt, certified or registered mail (return receipt requested), or by overnight express service, address to the respective party at the following addresses:

IF TO TENANT:

City Clerk's Office
212 SW 9th St.
Lawton, Ok 73501

IF TO LANDLORD:

Hilliary Development, Inc
529 Telephone Park
Lawton, Oklahoma 73507

or to such other address as one party may hereafter advise the other of by giving notice as set forth above. Any notice is deemed to have been given and received on the date of hand delivery in return for a receipt or, if mailed, on the date upon which the return receipt is signed or delivery is refused or the notice is designated by the express service or postal authorities as non-deliverable, as the case may be. Notices may also be sent via email (and shall be deemed given and received on the date of

receipt) provided that a copy of the same is contemporaneously sent by one of the other methods set forth above.

21. DEFAULT.

a. Events of Default.

i. The following events constitute a default by Tenant (an "Event of Tenant Default") under this Lease:

1. If the Tenant shall, at any time, be in default of the payment of either Rent or any payments required of Tenant hereunder, after the same shall be due hereunder, regardless of whether demand has been made therefor;
2. If Tenant shall be in default of any of the covenants and conditions of this Lease to be kept, observed, and performed by Tenant, other than for payment of Rent or any other payments required of Tenant hereunder, for more than ten (10) days after the giving of written notice by the Landlord to the Tenant of such default;
3. If Tenant shall vacate or abandon the Leased Premises, or fail to take possession of the Leased Premises; or
4. If Tenant or any guarantor of this Lease shall be adjudged a bankrupt, or if a receiver or trustee shall be appointed and shall not be discharged within ten (10) days from the date of such appointment.

ii. The following events constitute a default by Landlord (an "Event of Landlord Default") under this Lease:

1. The Landlord fails to perform the obligations required of Landlord by this Lease within ten (10) days after written notice by Tenant to Landlord specifying which obligation(s) Landlord has failed to perform; provided, however, that if the nature of the specified obligation(s) is such that more than ten (10) days are reasonably required for performance, then Landlord shall not be in default if it commences performance within such ten-day (10) period and thereafter diligently prosecutes the same to completion.

b. Remedies.

i. On the occurrence of an Event of Tenant Default, Landlord may re-enter and take possession of the Leased Premises, by picking or changing locks if necessary, and lock out, expel, or remove the Tenant and any other person who may be occupying all or any part of the Leased Premises and may: (1) relet said Leased Premises as the agent of the Tenant, and reserve the Rent therefrom, applying the same first to the payment of Landlord's damages, and then to the payment of the Rent accruing hereunder; but whether the Leased Premises are relet, the Tenant shall remain liable for the equivalent of all Rent and other charges provided for under this Lease; or (2) terminate this Lease, wholly discharged from any obligations under the term of this Lease. Termination of the Lease does not discharge or in any way affect Tenant's obligation to pay Landlord all the Rents or other charges or payments accruing under the Lease up to the date of termination. Notwithstanding anything contained in this Lease to the contrary, this Lease may be terminated by Landlord only by written notice of such termination to Tenant, and no other act or omission of Landlord constitutes a termination of this Lease.

ii. If, on the occurrence of an Event of Tenant Default, Landlord elects to terminate this Lease, Landlord shall be entitled to recover as damages a sum of money equal to the total of (i) the unpaid Rent and any other sums accrued hereunder at the date of termination (including interest at the past due rate if in arrears), (ii) a sum equal to the amount, if any, by which (y) the present value (determined using a discount rate of seven percent (7%) per annum) of the total Rent and other benefits which would have accrued to Landlord under this Lease for the remainder of the term (as the same would have been extended by the exercise by Tenant of any renewal options expressly granted under this Lease), if the terms of this Lease had been fully complied with by Tenant, exceeds (z) the total fair market value (determined using a discount rate of seven percent (7%) per annum) of the Leased Premises for the balance of the term (as the same would have been extended by the exercise by Tenant of any renewal options expressly granted under this Lease), (iii) the amount of any unamortized improvements to the Leased Premises paid for by Landlord, (iv) the amount of any unamortized brokerage commission paid by Landlord in connection with the leasing of the Leased Premises and (v) any other sum of money or damages owed by Tenant to Landlord. Tenant agrees that the calculation of damages set forth in this subsection (b)(ii) constitutes liquidated damages (as exact damages caused by the Event of Tenant Default are difficult to estimate accurately) and are not a penalty or forfeiture.

iii. On the occurrence of an Event of Tenant Default, whether Landlord elects to relet as the agent of the Tenant or to terminate the Lease, the Landlord's damages shall include, without limitation, loss and damage due to the failure of Tenant to maintain and or repair the Leased Premises as required and any expenditures made by Landlord in order to recover and relet the Leased Premises, including, but not limited to, leasing commissions, lease incentives, and remodeling and repair costs.

iv. If Landlord exercises its right to lock out Tenant in accordance with the terms of this Lease, Tenant agrees that no notice is required to be posted by Landlord on any door to the Leased Premises (or elsewhere) disclosing the reason for such action or any other information, and that Landlord is not obligated to provide a key to the changed lock to Tenant unless Tenant has first:

1. brought current all payments due to Landlord under this Lease (unless Landlord has permanently repossessed the Leased Premises or terminated this Lease, in which event payment of all past due amounts will not obligate Landlord to provide a key);
2. fully cured and remedied all other Events of Tenant Default (unless Tenant has abandoned or vacated the Leased Premises, in which event Landlord is not obligated to provide the new key to Tenant under any circumstances); and
3. provide Landlord with an additional security deposit and assurances reasonably satisfactory to Landlord that Tenant intends to and can meet and comply with its future obligations under this Lease, both monetary and non-monetary.

v. If Landlord exercises its right to lock out Tenant in accordance with the terms of this Lease, Landlord shall, within ten (10) days after the lock out date and upon written request by Tenant and upon Tenant's execution and delivery of such waivers and indemnifications as Landlord may reasonably require, at Landlord's option, either:

1. escort Tenant or its specifically authorized employees or agents to the Leased Premises to retrieve personal belongings of Tenant's employees and personal property of Tenant, or
2. obtain from Tenant a list of such personal property and arrange for such items to be removed from the Leased Premises and made available to Tenant at such time and place as Landlord may designate, provided however, Tenant must pay in cash in advance to Landlord the estimated costs that Landlord may incur for moving and storage charges to be incurred by Landlord with respect to such property.

vi. All of Landlord's rights and remedies set forth herein are cumulative and pursuit of any remedy specified in this Lease will not constitute an election to pursue that remedy only, nor preclude Landlord from pursuing any other remedy available at law or in equity or by statute, nor constitute a forfeiture or waiver of any Rent or other amount due to Landlord as described herein. In addition to other remedies provided in this Lease, Landlord shall be entitled, to the extent permitted

by applicable law, to injunctive relief or to a decree compelling performance, in each case with respect to any of the covenants, agreements, conditions or provisions of the Lease. In addition, in all events Landlord shall be entitled to recover from Tenant reasonable attorneys' fees actually incurred.

vii. Landlord will not be liable for any claims or liabilities arising from Landlord's exercise of its remedies set forth in this Lease upon the occurrence of an Event of Tenant Default. Landlord may take any of the actions set forth herein without being deemed in any manner guilty of trespass, eviction or forcible entry or detainer and without incurring any liability for any damage resulting therefrom, and without relinquishing Landlord's right to Rent or any other right given to Landlord hereunder or by operation of law; Tenant hereby waives any right to claim damage for such reentry and expulsion.

- c. All obligations of Landlord hereunder shall be construed as covenants, not conditions and, except as may be otherwise expressly provided in this Lease, Tenant may not terminate this Lease for an Event of Landlord Default. Any liability of Landlord under this Lease shall be limited solely to its equity interest in the Leased Premises, and in no event shall any personal liability be asserted against Landlord in connection with this Lease nor shall any recourse be had to any other property or assets of Landlord, its affiliates, owners, partners, members, joint ventures or any officer, director, or employee of the foregoing. Tenant agrees that in the event of any act or omission by Landlord hereunder which could give Tenant the right to terminate this Lease or to claim a partial or total eviction (actual or constructive), Tenant shall not exercise any such right until it has notified in writing every mortgagee (provided Landlord has notified Tenant of the name and address of any such mortgagee or Tenant has actual knowledge thereof) and such party has not cured such act or omission within a reasonable time period.

22. SURRENDER AND HOLDING OVER.

- a. Surrender of the Leased Premises. Upon the expiration of or prior termination of this Lease, the Tenant shall remove all property of the Tenant from the Leased Premises and surrender the Leased Premises to the Landlord "broom clean" in as good order and condition as they were upon the Commencement Date, ordinary wear and tear excepted. In addition, should Tenant fail to satisfy the restoration and surrender provisions of this Lease upon the termination or expiration of this Lease, in addition to any other liabilities to Landlord.
- b. Tenant's Property Left in Leased Premises. If Tenant abandons, vacates, or surrenders or is locked out (by Landlord due to an Event of Tenant Default) of the Leased Premises, or is dispossessed by process of law, or otherwise, all Trade Fixtures, Tenant Alterations, and Tenant's property of every kind left in or about the Leased Premises on or after ten (10) days after the date Tenant abandons, vacates or surrenders, or is locked out of the Leased Premises will, at the option of Landlord, be deemed abandoned and may, at the expense of Tenant, be disposed of, kept in place, used, sold, destroyed or stored by

Landlord without notice to Tenant or any other person and without any obligation to credit or account to Tenant or any other person for such fixtures, alterations, or property. Tenant hereby waives any right to claim damages in connection with any such disposal, use, sale, distribution or storage of such fixtures, alterations, or property.

- c. Holding Over. If Tenant does not vacate the Leased Premises upon the expiration or termination of this Lease without first obtaining the written consent of Landlord to remain in the Leased Premises, such holding over shall constitute, and be construed as, a tenancy at will at the daily rental equal to one-thirtieth (1/30th) of an amount equal to, in addition to Additional Rent, (i) two (2) times the rate of the Base Rent immediately prior to the expiration or termination of the Lease with respect to the initial sixty (60) day period immediately after the date of expiration or termination of this Lease, and (ii) three (3) times the Base Rent immediately prior to the expiration or termination of the Lease with respect to the period after such initial sixty (60) day period. All other terms and provision of this Lease shall apply during such holdover period, except for options granted to Tenant, if any, for renewal of the Lease, expansion of the Leased Premises, purchase of the Leased Premises, or any right of first refusal to purchase the Leased Premises. During such holdover period, Tenant agrees to vacate the Leased Premises in strict compliance with the terms of this Lease within five (5) days of Tenant's receipt of notice from Landlord to vacate the Leased Premises. Tenant agrees to pay the Rent payable during the holdover period to Landlord on demand. No holding over by Tenant without the written consent of Landlord will operate to extend or renew the Term.

23. **QUIET ENJOYMENT**. The Landlord covenants and agrees with the Tenant that upon the Tenant paying Rent and performing all the covenants and conditions aforesaid on the Tenant's part to be observed and performed, the Tenant shall and may peaceably and quietly have, hold, and enjoy the Leased Premises, for the term of this Lease, subject, however, to the terms of this Lease.

24. **MISCELLANEOUS**.

- a. Memorandum of Lease. Tenant agrees that it will not record this Lease or otherwise make it a matter of public record unless required in any litigation involving Tenant. If the Tenant or Landlord request, the parties will execute a short form lease, describing the Leased Premises and the term of this Lease, and including any other terms necessary to permit the recording of such short form lease. Such recording, if requested by Tenant, shall be at Tenant's own cost.
- b. Interest. In addition to any other late fee provided for in this Lease, any amount due from Tenant to Landlord under this Lease which is not paid when due shall bear interest at the lesser of the highest legal rate allowed in the jurisdiction where the Leased Premises is located or fifteen percent (15%) per annum from the date due until paid; provided, however, the payment of such interest shall not excuse or cure the default upon which such interest is accrued.

- c. Inspection and Showing. Landlord, and its officers, agents or representatives upon at least twenty-four (24) hours prior notice to Tenant, may enter the Leased Premises at all reasonable hours (or at any time in case of an emergency) to (i) inspect their general condition and state of repair, (ii) to perform maintenance and make repairs, alterations or additions that are Landlord's responsibility under the terms of this Lease, (iii) exhibit the Leased Premises to (a) mortgagees or prospective mortgagees or purchasers, and (a) prospective tenants during the six (6) months before expiration of the Term or any renewal term of this Lease, and (iv) for any other reasonable purposes. Tenant shall not be entitled to any abatement or reduction of rent by reason of Landlord's entry. Landlord shall use commercially reasonable efforts to minimize any interference with Tenant's business operations in, and Tenant's use of and access to, the Leased Premises in connection with Landlord's access of the Leased Premises.
- d. Non-Waiver. Landlord's failure to insist upon strict performance of any covenant of this Lease or to exercise any option or right herein contained shall not be a waiver or relinquishment for the future of such covenant, right, or option, but the same shall remain in full force and effect.
- e. Air Quality. Landlord has no knowledge and takes no responsibility for any type of air quality problems that Tenant, Tenant's invitees or guests might encounter in the Leased Premises. If Tenant or Tenant's invitee or guest experience any type of respiratory problems, it is strongly recommended that Tenant, at Tenant's own cost, have the Leased Premises tested before occupancy. The Tenant will pay cost of such testing.
- f. Mold and Mildew. Mold and mildew can grow in any portion of the Leased Premises exposed to elevated levels of moisture, and some forms of mold and mildew can be harmful. Tenant agrees to promptly report to Landlord any water intrusion or the formation of mold or mildew. Tenant shall not block or cover any heating, ventilation, or air condition ducts located in the Leased Premises. Landlord shall not be responsible or liable to Tenant or Tenant's invitees or guests for any illness or sickness that might arise from mold, mildew, and/or air quality within the Leased Premises.
- g. Security Cameras. The Landlord shall have the right, but not the obligation, to install security cameras on the exterior of the Leased Premises and exterior common areas, including entryways, driveways, and parking areas.
- h. Captions, Gender, and Number. The captions and headings herein are for convenience and reference only and should not be used in interpreting any provision of this Lease. Where logic of the context would so require, masculine shall be construed to be feminine or neuter, feminine shall be construed to be masculine or neuter, plural shall be construed to be singular, and singular shall be construed to be plural.
- i. Applicable Law. This Lease shall be governed by and construed under the laws of the State of Oklahoma, and venue shall be proper in Comanche County, Oklahoma.

- j. Severability. If any provision of this Lease, or portion thereof, or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Lease shall not be affected thereby, and each provision of this Lease shall be valid and enforceable to the fullest extent permitted by law.
- k. Deadlines. Time is of the essence in this Lease. References to “days” in this Lease means calendar days unless expressly stated or qualified otherwise (e.g., “business days”). References to “business days” means any day other than Saturday, Sunday, or legal holidays on which business is not conducted by national banking institutions. If the last day of any time period falls on a Saturday, Sunday, or legal holiday on which business is not conducted by national banking institutions, then the duration of such time period shall be extended so that it ends on the next succeeding day that is not a Saturday, Sunday, or legal holiday on which business is not conducted by national banking institutions.
- l. Successors. This Lease and the covenants and conditions herein contained shall inure to the benefit of and be binding upon Landlord, its successors, and assigns; and shall be binding upon Tenant, its successors, and assigns; and shall inure to the benefit of Tenant and only such assigns of Tenant to whom the assignment by Tenant has been consented to by Landlord.
- m. Force Majeure. The time within which any of the parties hereto shall be required to perform any act or acts under this Lease shall be extended to the extent that the performance of such act or acts shall be delayed by any cause beyond the reasonable control of such party, other than lack of monies or inability to procure monies to fulfill its commitment or obligation under this Lease; provided, however, that the party entitled to such extension hereunder shall give prompt notice to the other party of the occurrence causing such delay. The provisions of this subsection shall not operate to excuse Tenant from prompt payment of Rent, or any other payments required by the terms of this Lease.
- n. Brokers. Landlord and Tenant represent and warrant that no real estate broker or other intermediary was or will be involved in this transaction.
- o. Acceptance of Rent. Rent payments are deemed received only upon actual receipt by Landlord. Acceptance of Rent by Landlord with knowledge of a default by Tenant does not constitute and shall not be deemed a waiver of the default (nor shall it constitute an estoppel). Tenant agrees that no endorsement or statement on any check or in any correspondence accompanying any check or payment of Rent constitutes an accord and satisfactions and Landlord may in its sole discretion accept such check or payment without prejudice to Landlord’s right to recover the balance of Rent then due or to pursue any remedy available under this Lease.
- p. Security. Landlord is not providing any security services with respect to the Leased Premises and Landlord shall not be liable to Tenant for, and Tenant waives any claim

against Landlord with respect to, any loss by theft or any other damage suffered or incurred by Tenant in connection with an unauthorized entry into the Leased Premises or any other breach of security with respect to the Leased Premises.

- q. Complete Agreement. This Lease and the Exhibits attached hereto and forming a part hereof set forth all the covenants, promises, agreements, conditions, and understandings between Landlord and Tenant concerning the Leased Premises, and there are no covenants, promises, agreements, conditions, or understandings, oral or written, between them other than are herein set forth.
- r. Rent Tax. If applicable in the jurisdiction where the Leased Premises is located, Tenant shall pay and be liable for all rental, sales and use taxes or other similar taxes, levied, or imposed by any city, state, county or other governmental body, such payments to be in addition to all other payments required to be paid to Landlord by Tenant under the terms of this Lease.
- s. Survival. All obligations of Tenant under the terms of this Lease not fully performed as of the expiration or earlier termination of this Lease shall survive the expiration or earlier termination of this Lease including, without limitation, all payment obligations and all obligations concerning the condition of the Leased Premises.
- t. Limitation of Warranties. There are no implied warranties of merchantability, habitability, suitability, fitness for a particular purpose or of any other kind arising out of this Lease, all of which are waived by Tenant, and there are no warranties which extend beyond those expressly set forth in this Lease.
- u. Property Name and Address. Landlord reserves the right at any time to change the name by which the property of which the Leased Premises forms a part is designated and its address, and Landlord has no obligation or liability whatsoever for costs or expenses incurred by Tenant because of such name or address change.
- v. Taxes on Tenant's Property. Tenant is solely liable for all taxes levied or assessed against the personal property, furniture or fixtures placed by Tenant in the Leased Premises. If any such taxes for which Tenant is liable are levied or assessed against Landlord or Landlord's property and if Landlord elects to pay the same or if the assessed value of Landlord's property is increased by the inclusion of personal property, furniture or fixtures placed by the Tenant in the Leased Premises, and Landlord elects to pay the taxes based on such increase, Tenant shall pay Landlord upon demand that part of such taxes for which Tenant is primarily liable under the terms of this Lease.
- w. Prohibited Persons and Transactions. Landlord and Tenant each represents to the other that neither it nor any of its partners, members, managers, or shareholders (excluding individual shareholders of any publicly traded company), and none of their respective officers or directors, is a person or entity with whom U.S. persons or entities are restricted from doing business under regulations of the Office of Foreign Asset Control

("OFAC") of the U.S. Department of the Treasury (including those named on OFAC's Specially Designated and Blocked Persons List) or under any statute (including the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001), executive order (including the September 24, 2001 Executive Order Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism), or other governmental action.

- x. Amendments. No subsequent alteration, amendment, change, or addition to this Lease shall be binding upon Landlord and Tenant unless reduced to writing and signed by both parties.
- y. Counterparts. The parties may execute this Lease in multiple counterparts, each of which constitutes an original, and all of which, collectively, constitute only one agreement and may be signed and delivered by fax or any other electronic or digital method.
- z. **Landlord agrees to fix the following before possession of the leases premises:**
 - i. **Air intake on the top of the inside unit.**
 - ii. **A riser for an open/close filter housing should be added or repaired to the inside unit.**
 - iii. **All broken fixtures.**
 - iv. **Replace blinds in sunroom that have been damaged.**
 - v. **Water leak on the NE side of the leased premises.**
 - vi. **Barricades need to be removed.**

IN WITNESS WHEREOF, the parties have hereto executed this instrument on the day and year first written above.

LANDLORD:

Hilliary Development, Inc.

By: Dean Pennello
Title: Chief Financial Officer

TENANT:

Mayor of the City of Lawton

By: _____
Title: _____

EXHIBIT A

All of Lot Eleven (11), and a portion of Lot Seven (7), and Lot Eight (8), RIDLING SUB-DIVISION, Comanche County Oklahoma, according to the recorded plat thereof; more particularly describing the portion of Lot 7 and Lot 8 as follows:

Beginning at the Southeast Corner of Lot 7; THENCE North 177.06 feet; THENCE Northwesterly on a curve to the right, having a radius of 5,854.6 feet, a distance of 55 feet; THENCE West parallel to the Section line, a distance of 11 feet; THENCE South 208.71 feet; THENCE East 56 feet, to the point of beginning;

AND

Beginning at the Southeast Corner of Lot 8; THENCE North 36.5 feet; THENCE Northwesterly 251.8 feet; THENCE South 177.06 feet; THENCE East 208.71 feet, to the point of beginning.



City of Lawton

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

Commentary

File #: 25-0168

Agenda Date: 3/11/2025

Agenda No: 22.

ITEM TITLE:

Consider approving the Claims List for February 14, 2025, through March 6, 2025.

INITIATOR: Rebecca Johnson, Finance Director

STAFF INFORMATION SOURCE: Rebecca Johnson, Finance Director

BACKGROUND: In accordance with Section 10-1-126 of the City of Lawton Code of Ordinances, the process for reviewing, approving, and reporting the payment of invoices is designed to ensure compliance with all applicable laws and policies. Invoices that meet all requirements under state and local regulations are approved for payment on a weekly basis. To maintain transparency and accountability, a list of all invoices proposed for payment is distributed to the city manager, city clerk, and internal auditor at least 24 hours before payments are issued. This list is also made available for review by the city council and the public in the city clerk's office. Additionally, the finance director provides the city council with a comprehensive list of all invoices paid since the last council meeting. This ensures councilmembers are informed of financial transactions and can address any concerns or exceptions. The attached claims list complies with these procedures and is submitted for council review as part of the regular agenda.

EXHIBIT: List of Payments on File in the Clerk's Office

KEY ISSUES: N/A

FUNDING SOURCE: Documented Separately on Claims List

STAFF RECOMMENDED COUNCIL ACTION: February 14, 2025, through March 6, 2025.



City of Lawton

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

Commentary

File #: 25-0184

Agenda Date: 3/11/2025

Agenda No: 23.

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:

LAWTON URBAN RENWEAL AUTHORITY:

Evan Watson - Chairman (Mayoral Appointment)

7610 NW Chesley Drive

Lawton, OK 73505

UT 07/31/2025

Allee Passmore - Mayoral Appointment

1440 NW 40th Street

Lawton, OK 73505

07/31/2028

EXHIBIT: Proposed appointments

KEY ISSUES: N/A

FUNDING SOURCE: N/A

STAFF RECOMMENDED COUNCIL ACTION: Approve the appointments to boards and commissions.



Office of the Mayor

212 SW 9th Street
Lawton, Oklahoma 73501
(580) 581-3305

March 11, 2025

LAWTON URBAN RENWEAL AUTHORITY:

Evan Watson – Chairman- Mayoral Appointment
7610 NW Chesley Drive
Lawton, OK 73505
UT 07/31/2025

Allee Passmore – Mayoral Appointment
1440 NW 40th Street
Lawton, OK 73505
07/31/2028



City of Lawton

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

Commentary

File #: 25-0180

Agenda Date: 3/11/2025

Agenda No: 24.

ITEM TITLE:

Consider approving the minutes of the February 11, 2025 and February 25, 2025 Council meetings.

INITIATOR: Donalynn Blazek-Scherler, City Clerk

STAFF INFORMATION SOURCE: Donalynn Blazek-Scherler, City Clerk

BACKGROUND: Minutes of the February 11, 2025 and February 25, 2025 meetings have been drafted and are awaiting approval.

EXHIBIT: Minutes on file in the City Clerk's Office

KEY ISSUES: N/A

FUNDING SOURCE: N/A

STAFF RECOMMENDED COUNCIL ACTION: Approve the minutes of the February 11, 2025 and February 25, 2025 Council meetings.



City of Lawton

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

Commentary

File #: 25-0174

Agenda Date: 3/11/2025

Agenda No: 25.

ITEM TITLE:

Consider holding a public hearing and approving a resolution regarding a request from Builders Investment Group, LLC and Sumner Ridge Homes, LLC for an amendment to the 2030 Land Use Plan from Industrial to Residential/Low Density for the construction of eight new duplex homes to be located near 2108 SW Charles Whitlow Ave. and 2123 SW McKinley Ave, Lawton, OK 73501 and take appropriate action as deemed necessary.

INITIATOR: Christine James, Planning Director

STAFF INFORMATION SOURCE: Kameron Good, Senior Planner

BACKGROUND: Builders Investment Group, LLC and Sumner Ridge Homes, LLC are the property owners of Lots 5-18 and Lots 34-35, Block 51, Lawton View Addition. The property is currently undeveloped, surrounded by vacant land to the east and west. To the north, across the street, there is a mix of vacant land, a single-family home, and two mobile homes. The proposed development plan calls for the construction of eight new duplex homes.

The Zoning of the surrounding area is:

North - R-1
South - R-1/I-1
East - R-1
West - R-1

The 2030 Land Use Plan for the surrounding area is:

North - Industrial
South - Industrial
East - Industrial
West - Industrial

The Notice of Public Hearing was mailed to 43 owners of property within 300 feet of the requested area on February 6, 2025, and proper notice was published in The Lawton Constitution on February 11, 2025.

The City Planning Commission held a public hearing on February 27, 2025, and made a recommendation to approve with a vote of 6-0.

EXHIBIT: Resolution 25-____

Location Map

Site Plan

Analysis

Mailing Notice

Newspaper Notice

CPC Minutes 2-27-25

KEY ISSUES: N/A

FUNDING SOURCE: N/A

CPC RECOMMENDED COUNCIL ACTION: Hold a public hearing and approve Resolution 25-_____ regarding the request from Builders Investment Group, LLC and Sumner Ridge Homes, LLC for an amendment to the 2030 Land Use Plan from Industrial to Residential/Low Density for the construction of new duplex homes to be located at 2108 SW Charles Whitlow Ave. and 2123 SW McKinley Ave, Lawton, OK 73501.

RESOLUTION NO. 25-_____

A RESOLUTION APPROVING AN AMENDMENT TO THE 2030 LAND USE PLAN FOR THE CITY OF LAWTON FROM INDUSTRIAL TO RESIDENTIAL/LOW DENSITY FOR PROPERTY HEREINAFTER MORE PARTICULARLY DESCRIBED IN SECTION ONE (1) HEREOF.

WHEREAS, the City Planning Commission and the Lawton City Council have adopted the 2030 Land Use Plan: and

WHEREAS, the 2030 Land Use Plan functions as the comprehensive plan in consideration of matters affecting the orderly urbanization of the community; and

WHEREAS, Title 11, Section 43-103, Oklahoma State Statutes, requires zoning districts to be in accordance with the comprehensive plan; and

WHEREAS, the 2030 Land Use Plan recognizes that changes may occur in the community which may cause the necessity of amending said plan: and,

WHEREAS, a public hearing has been held before the City Planning Commission, and the City Planning Commission recommended to approve amending the 2030 Land Use Plan on the property described in Section 1 hereof: and

WHEREAS, in accordance with Section 18-1-1-114, Chapter 18, Lawton City Code, 2015, the Lawton City Council shall approve any amendment to the Land Use Plan.

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

SECTION 1. An amendment to the 2030 Land Use Plan from industrial to residential/low density be approved on the tract of land described as:

Lots 5-18 and Lots 34-35, Block 51, Lawton View Addition, to the City of Lawton, Comanche County, Oklahoma, according to the record plat thereof.
(Located near 2108 SW Charles Whitlow Ave. and 2123 SW McKinley Ave, Lawton, OK 73501)

PASSED and APPROVED by the Mayor and Council of the City of Lawton this 11th day of March 2025.

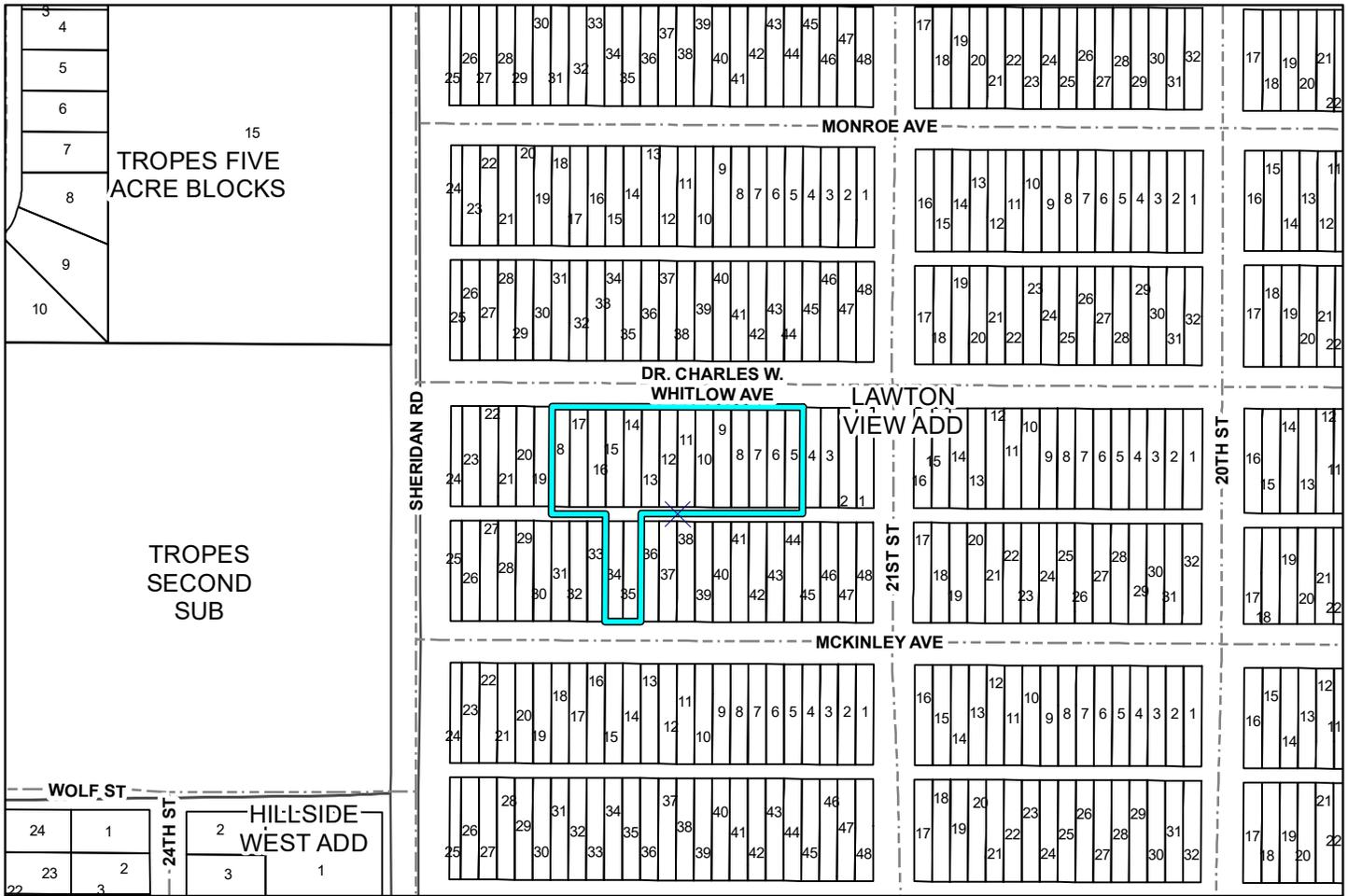
ATTEST:

STANLEY BOOKER, MAYOR

DONALYNN BLAZEK-SCHERLER, CITY CLERK

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

TIM WILSON, INTERIM CITY ATTORNEY



REQUEST FOR REZONING AND AMENDMENT TO 2030 LAND USE PLAN

The amendment to the 2030 Land Use Plan from Industrial to Residential/Low Density and a change of zoning from the R-1 Single-Family Dwelling District to the R-2 Two-Family Dwelling District zoning classification.

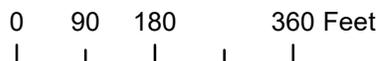
AREA DESCRIBED AS:

Lots 5-18 and Lots 34-35, Block 51, Lawton View Addition, to the City of Lawton, Comanche county, Oklahoma, according to the record plat thereof

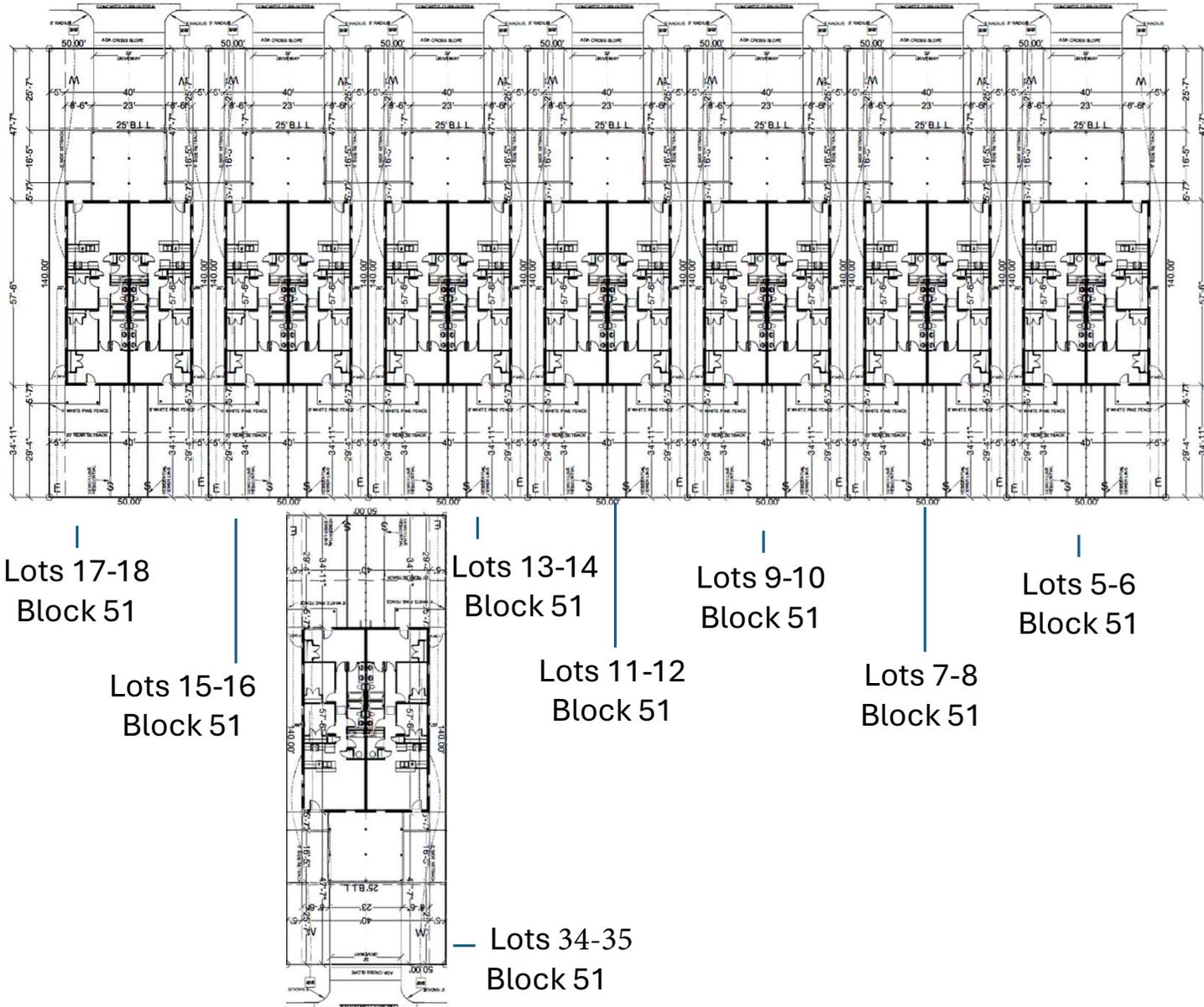
REQUESTED BY: Builder Investment Group, LLC and Sumner Ridge Homes, LLC

Legend

-  Rezoning Boundary
-  Street Centerline



SW CHARLES WHITLOW AVE



SW MCKINLEY AVE



Planning Department
212 SW 9th Street, Lawton, Oklahoma 73501
Phone: 580-581-3375 Fax: 580-581-3573

MEMORANDUM

TO: City Planning Commission
FROM: Builders Investment Group, LLC and Sumner Ridge Homes, LLC
STAFF: Kameron Good, Senior Planner
SUBJECT: Request for an Amendment to the 2030 Land Use Plan and Rezoning for Property Located near 2108 SW Charles Whitlow Ave. and 2123 SW McKinley Ave, Lawton, OK 73501
MEETING DATE: February 27, 2025

The following is an analysis of the request for an amendment to the 2030 Land Use Plan from Industrial to Residential/Low Density and a change of zoning from the R-1 Single-Family Dwelling District to the R-2 Two-Family Dwelling District zoning classification for the construction of eight new duplex homes to be located near 2108 SW Charles Whitlow Ave. and 2123 SW McKinley Ave, Lawton, OK 73501.

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

1. *To lessen congestion in the streets.* Each proposed duplex has a driveway that will allow for off-street parking.
2. *To secure from fire, panic, and other dangers.* This property is not within the 100-year floodplain. There are 3 fire hydrants located within 200' of the requested property.
3. *To promote health and the general welfare.* All construction, i.e., drives, parking, sidewalks, landscaping, etc., to meet all City Code requirements.
4. *To provide adequate light and air.* The proposed site is currently vacant and all construction will have to meet all City Code, landscaping code, and building code requirements.
5. *To prevent the overcrowding of land.* The proposed structures will meet all existing city code coverage and setback requirements.
6. *To promote historical preservation.* There are no historic buildings, landmarks, or overlays on the requested property. There are also no historic buildings, landmarks, or overlays on the adjacent properties.
7. *To avoid undue concentration of population.* The proposed zoning change from R-1 to R-2 would be a higher density of residential use.
8. *To facilitate the adequate provision of transportation, water, sewerage, schools, parks, and other public requirements.* There is a 12-inch public water line running along the

north side of SW Charles Whitlow Ave. There is a 6-inch public water line running along the north side of SW McKinley Ave. Located in the alley of Block 51 there is a 6-inch sewer line.

9. *To conserve the character of the district and buildings and encourage the most appropriate land uses.* The proposed zoning change from R-1 to R-2 would be a higher density of residential use but new construction would encourage new development in the district.

Based upon the facts above it is recommended the request be approved.



CITY OF LAWTON
PLANNING DEPARTMENT

212 SW 9th Street, Lawton, Oklahoma 73501
Phone (580) 581-3375 • Fax (580) 581-3573 • www.lawtonok.gov

NOTICE OF PUBLIC HEARING ON AN AMENDMENT TO THE LAND USE PLAN
AND A REZONING REQUEST

Builders Investment Group, LLC and Sumner Ridge Homes, LLC has submitted a request for an amendment to the 2030 Land Use Plan and a change of zoning for property located at 2108 SW Charles Whitlow Ave. and 2123 SW McKinley Ave, Lawton, OK 73501. The City Planning Commission (CPC) will conduct a public hearing to review this request.

The CPC public hearing previously noticed for Thursday, February 13, 2025, has been **rescheduled** to 1:30 p.m. on Thursday, February 27, 2025, in the Wayne Gilley Auditorium of City Hall, 212 SW 9th Street. The CPC will review the request for an amendment to the 2030 Land Use Plan from Industrial to Residential/Low Density and a change of zoning from the R-1 Single-Family Dwelling District to the R-2 Two-Family Dwelling District zoning classification. The CPC will forward a recommendation for approval or disapproval of the request to the Lawton City Council. The City Council will hold a public hearing for the request at 6:00 p.m. on Tuesday, March 11, 2025, in the Wayne Gilley Auditorium of City Hall, 212 SW 9th Street.

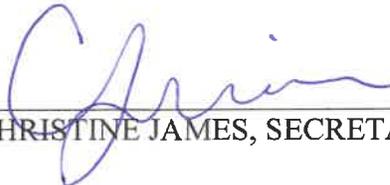
Below is the legal description for the requested area:

*Lots 5-18 and Lots 34-35, Block 51, Lawton View Addition, to the City of Lawton,
Comanche county, Oklahoma, according to the record plat thereof*

The above described property is shown on the attached map as the "Area Described." Also attached is a proposed site plan for this request. The proposed use for this property will be duplex homes. You are being notified of the public hearing because your property is within 300 feet of the property requested to be rezoned. If you desire to make a statement for or against said change of zoning at this location, you are invited to appear in person, by petition, or by attorney to so state your position to the CPC and Council on the above dates. If you have any questions regarding this notice, please call the Planning Department at (580) 581-3375.

CITY PLANNING COMMISSION

CITY OF LAWTON, OKLAHOMA


CHRISTINE JAMES, SECRETARY


DONALYNN BLAZEK-SCHERLER, CITY CLERK

Attachments – Location Map
Site Plan



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 public hearing previously noticed for Thursday, February 13, 2025, has been rescheduled to 1:30 p.m. on Thursday, February 27, 2025, in the Wayne Gilley Auditorium of City Hall, 212 SW 9th Street, Lawton, Comanche County, Oklahoma. The CPC will forward a recommendation for approval or disapproval of the request to the Lawton City Council. The City Council will hold a public hearing for the request at 6:00 p.m. on Tuesday, March 11, 2025 for the following purpose:

To consider an amendment to the 2030 Land Use Plan from Industrial to Residential/Low Density and a change of zoning from R-1 Single-Family Dwelling District to R-2 Two-Family Dwelling District zoning classification. The requested area is located at 2108 SW Charles Whitlow Ave. and 2123 SW Mckinley Ave, Lawton, OK 73501. Below is the legal description for the requested area:

A tract of land described as:

Lots 5-18 and Lots 34-35, Block 51, Lawton View Addition, to the City of Lawton, Comanche county, Oklahoma, according to the record plat thereof

Said changes having been requested by Builders Investment Group, LLC and Sumner Ridge Homes, LLC.

Any parties having an interest and any citizens desiring to be heard shall be afforded an opportunity to be heard at said public hearing.

CITY PLANNING COMMISSION


CHRISTINE JAMES, SECRETARY

CITY OF LAWTON, OKLAHOMA


DONALYNN BLAZEK-SCHERLER,
CITY CLERK

(Published in *The Lawton Constitution* this 11th day of February, 2025.)



CITY PLANNING COMMISSION

WAYNE GILLEY AUDITORIUM

February 27, 2025

Minutes of the City Planning Commission meeting held February 27 2025, in the Wayne Gilley Auditorium, City Hall, 212 SW 9th Street, Lawton, Oklahoma.

The agenda for the meeting was posted on the bulletin board in City Hall in compliance with the Oklahoma Open Meeting Act.

The meeting was called to order at 1:30 p.m. by David Denham.

ROLL CALL

MEMBERS PRESENT

David Denham
Melissa Busse
Ron Jarvis
Joan Jester
Allen Smith
Darren Medders

MEMBERS ABSENT:

Deborah Jones (excused)
Michael Logan (excused)

ALSO PRESENT:

Kameron Good, Senior Planner
Christina Ryans-Huffer, Recording Secretary
Robert Burns, Planner I
Cindy Augustine, City of Lawton Real Property Coordinator
Kim McConnell, Lawton Constitution
Matina Davis

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 January 30, 2025.**

Motion by Medders, Second by to approve the minutes from the regular scheduled meeting from January 30, 2025 as written **Aye:** Busse, Jarvis, Jester, Smith, Medders, Denham **Nay:** None **Motion Passed 6-0**

2. **Consider approving the Record Plat for Lamplighter Plaza a Replat of Lots 15-21, Block 5, Lee Addition subject to conditions and take appropriate action as deemed necessary.**

Good stated good afternoon Kameron Good with the Planning Department. This is a Record Replat for Lamplighter Plaza. This is to the northeast of Northwest Morford Drive and Gore Boulevard. Here is an existing aerial, it has 3 structures on it, each existing structure will be on a separate lot. We did ask for additional right-of-way to meet City Code, which they have shown on here. That was the original condition, that's why is said subject to conditions and they have already addressed that.

Motion by Smith, Second by Medders to recommend the City Council to approve the Record Plat for Lamplighter Plaza a Replat of Lots 15-21, Block 5, Lee Addition subject to conditions and take appropriate action as deemed necessary **Aye:** Jarvis, Jester, Smith, Medders, Denham, Busse **Nay:** None **Motion Passed 6-0**

3. **Consider approving offsite improvement construction plans for a water line and fire hydrants to serve the future phases of Lawton Market Place, to be located at 1410 NW 82nd Street, subject to the conditions listed.**

Good stated Kameron Good Planning Department. The Construction plans have been submitted to extend approximately 1344 linear feet of 12-inch water line, approximately 6 linear feet of 10-inch water line, approximately 52 linear feet of 8-inch water line, approximately 21 linear feet of 6-inch water line and five fire hydrants. This is to serve the southern portion of Lawton Market Place. Lawton Market Place Phase One is already built and is on 82nd Street, that includes the Target, Academy, Chucky Cheese and all those building in front of those businesses. This is to help support the future phases and future construction for the future lots. Here is a quick diagram that represents where this water line is going. This will extend south of where the existing Braums is that was just built and then go west and south and then back west to support future development. There is some conditions from Public Utilities that are still on here and that is why this would be subject to conditions.

Motion by Jarvis, Second by Medders to recommend the City Council to approve offsite improvement construction plans for a water line and fire hydrants to serve the future phases of Lawton Market Place, to be located at 1410 NW 82nd Street, subject to the conditions listed **Aye:** Jester, Smith, Medders, Denham, Busse, Jarvis **Nay:** None
Motion Passed 6-0

4. **Consider holding a public hearing and consider a request from Builders Investment Group, LLC and Sumner Ridge Homes, LLC for an amendment to the 2030 Land Use Plan from Industrial to Residential/Low Density and a change of zoning from the R-1 Single-Family Dwelling District to the R-2 Two-Family Dwelling District zoning classification for the construction of eight new duplex homes to be located near 2108 SW Charles Whitlow Ave. and 2123 SW McKinley Ave, Lawton, OK 73501 and take appropriate action as deemed necessary.**

Good stated this is a request from Builders Investment Group, LLC and Sumner Ridge Homes, LLC, they are both the property owners for these requested lots. As you can see on the location map, you have Lots 5 through 8 Block 18 fronting Charles Whitlow Avenue and Lots 34 and 35 on McKinley Avenue. The existing zoning for these is R-1 the proposed zoning is R-2 for the construction of 8 new duplex homes. Here is an aerial to show that area as you can see all the land is currently vacant. There is a couple of structures to the north, 1 structure to the west fronting Sheridan Road. The existing Land Use is Industrial, with Industrial Land Use surrounding it. As you can see on the current zoning map here is the existing zoning, with the surrounding zonings. Here is a site plan showing the proposed 8 duplexes being constructed on the lots. One duplex will set on 2 lots. Here is some photos of existing duplexes that they built down in Lawton View. This was noticed to 43 property owners within 300 feet on February 6, 2025 and posted in the Lawton Constitution on February 11, 2025. We did have 1 person come into the office with some questions, She is actually here today in the audience and may want to speak on the item.

Denham asked why is this neighborhood all zoned Industrial in the Land Use Plan?

Good responded all the Land Use in that area, that was put in place in 2005, which was the last Land Use Plan Amendment which we are working on the Land Use Plan right now with Garver Engineering to bring up to date and put in place our 2050 Land Use Plan. It's supposed to be a 25 year projection and that's how far behind we are. That being said the Land Use is Industrial but as you can see on the aerial nothing is moving in that direction and all the land is just sitting there vacant for the most part. The zoning is R-1 so, anybody that would come in there with an Industrial Use would have to come for the re-zoning process.

Denham stated maybe we make a note for Garver that they might look at making that R-1, R-2.

Good responded yes Sir.

Denham asked are there any questions? Alright at this time I will go ahead and declare the Public hearing open anybody that would like to speak to the Commission please approach the podium. We'll need you to state your name and before you leave give your name and address for the record. Seeing no one approach, I'll go ahead and declare the Public hearing closed.

Motion by Smith, Second by Medders to recommend the City Council to approve a request from Builders Investment Group, LLC and Sumner Ridge Homes, LLC for an amendment to the 2030 Land Use Plan from Industrial to Residential/Low Density and a change of zoning from the R-1 Single-Family Dwelling District to the R-2 Two-Family Dwelling District zoning classification for the construction of eight new duplex homes to be located near 2108 SW Charles Whitlow Ave. and 2123 SW McKinley Ave, Lawton, OK 73501 and take appropriate action as deemed necessary **Aye:** Smith, Medders, Denham, Busse, Jarvis, Jester **Nay:** None **Motion Passed 6-0**

Commissioner's Reports or Comments

Secretary's Report

Audience Participation

Adjournment



City of Lawton

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

Commentary

File #: 25-0175

Agenda Date: 3/11/2025

Agenda No: 26.

ITEM TITLE:

Consider holding a public hearing and approving an ordinance regarding a request from Builders Investment Group, LLC and Sumner Ridge Homes, LLC for a change of zoning from the R-1 Single-Family Dwelling District to the R-2 Two-Family Dwelling District zoning classification for the construction of eight new duplex homes to be located near 2108 SW Charles Whitlow Ave. and 2123 SW McKinley Ave, Lawton, OK 73501 and take appropriate action as deemed necessary.

INITIATOR: Christine James, Planning Director

STAFF INFORMATION SOURCE: Kameron Good, Senior Planner

BACKGROUND: Builders Investment Group, LLC and Sumner Ridge Homes, LLC are the property owners of Lots 5-18 and Lots 34-35, Block 51, Lawton View Addition. The property is currently undeveloped, surrounded by vacant land to the east and west. To the north, across the street, there is a mix of vacant land, a single-family home, and two mobile homes. The proposed development plan calls for the construction of eight new duplex homes.

The Zoning of the surrounding area is:

North - R-1
South - R-1/I-1
East - R-1
West - R-1

The 2030 Land Use Plan for the surrounding area is:

North - Industrial
South - Industrial
East - Industrial
West - Industrial

The Notice of Public Hearing was mailed to 43 owners of property within 300 feet of the requested area on February 6, 2025, and proper notice was published in The Lawton Constitution on February 11, 2025.

The City Planning Commission held a public hearing on February 27, 2025, and made a recommendation to approve with a vote of 6-0.

EXHIBIT: Ordinance 25-____

Location Map

Site Plan

Analysis

Mailing Notice

Newspaper Notice

CPC Minutes 02-27-25

KEY ISSUES: N/A

FUNDING SOURCE: N/A

CPC RECOMMENDED COUNCIL ACTION: Hold a public hearing and approve Ordinance 25-_____ regarding the request from Builders Investment Group, LLC and Sumner Ridge Homes, LLC for a change of zoning from the R-1 Single-Family Dwelling District to the R-2 Two-Family Dwelling District zoning classification for the construction of new duplex homes to be located near 2108 SW Charles Whitlow Ave. and 2123 SW McKinley Ave, Lawton, OK 73501.

ORDINANCE NO. 2025-___

AN ORDINANCE CHANGING THE EXISTING ZONING CLASSIFICATION FROM THE R-1 SINGLE FAMILY DWELLING DISTRICT TO R-2 TWO-FAMILY DWELLING DISTRICT ZONING CLASSIFICATION ON THE TRACT OF LAND WHICH IS HEREINAFTER MORE PARTICULARLY DESCRIBED IN SECTION ONE (1) HEREOF; AND AUTHORIZING CHANGES TO BE MADE UPON THE OFFICIAL ZONING MAP IN ACCORDANCE WITH THIS ORDINANCE.

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

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

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

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

Lots 5-18 and Lots 34-35, Block 51, Lawton View Addition, to the City of Lawton, Comanche County, Oklahoma, according to the record plat thereof.

be and the same hereby is changed from the existing classification of the R-1 Single Family Dwelling District to R-2 Two-Family Dwelling District zoning classification.

SECTION 2. The changes be made upon the Official Zoning Map and/or sheets thereof reflecting the changes described in this ordinance and the Mayor and City Clerk are hereby authorized to execute the entry on said Official Zoning Map describing the nature of the changes.

PASSED and APPROVED by the Mayor and Council of the City of Lawton this 11th day of March.

STANLEY BOOKER, MAYOR

ATTEST:

DONALYNN BLAZEK-SCHERLER, CITY CLERK

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

TIM WILSON, INTERIM CITY ATTORNEY

ORDINANCE NO. 2025-_____

AN ORDINANCE CHANGING THE EXISTING ZONING CLASSIFICATION FROM THE R-1 SINGLE FAMILY DWELLING DISTRICT TO R-2 TWO-FAMILY DWELLING DISTRICT ZONING CLASSIFICATION ON THE TRACT OF LAND WHICH IS HEREINAFTER MORE PARTICULARLY DESCRIBED IN SECTION ONE (1) HEREOF; AND AUTHORIZING CHANGES TO BE MADE UPON THE OFFICIAL ZONING MAP IN ACCORDANCE WITH THIS ORDINANCE.

Brief Gist

This ordinance changes the zoning classification of property located near 2108 SW Charles Whitlow Ave. and 2123 SW McKinley Ave, Lawton, OK 73501 from the R-1 Single-Family Dwelling District to R-2 Two-Family Dwelling District zoning classification. Builders Investment Group, LLC and Sumner Ridge Homes, LLC are the property owners of Lots 5-18 and Lots 34-35, Block 51, Lawton View Addition. The property is currently undeveloped, surrounded by vacant land to the east and west. To the north, across the street, there is a mix of vacant land, a single-family home, and two mobile homes. The proposed development plan calls for the construction of eight new duplex homes. The City Planning Commission held a public hearing on February 27, 2025, and made a recommendation to approve with a vote of 6-0.

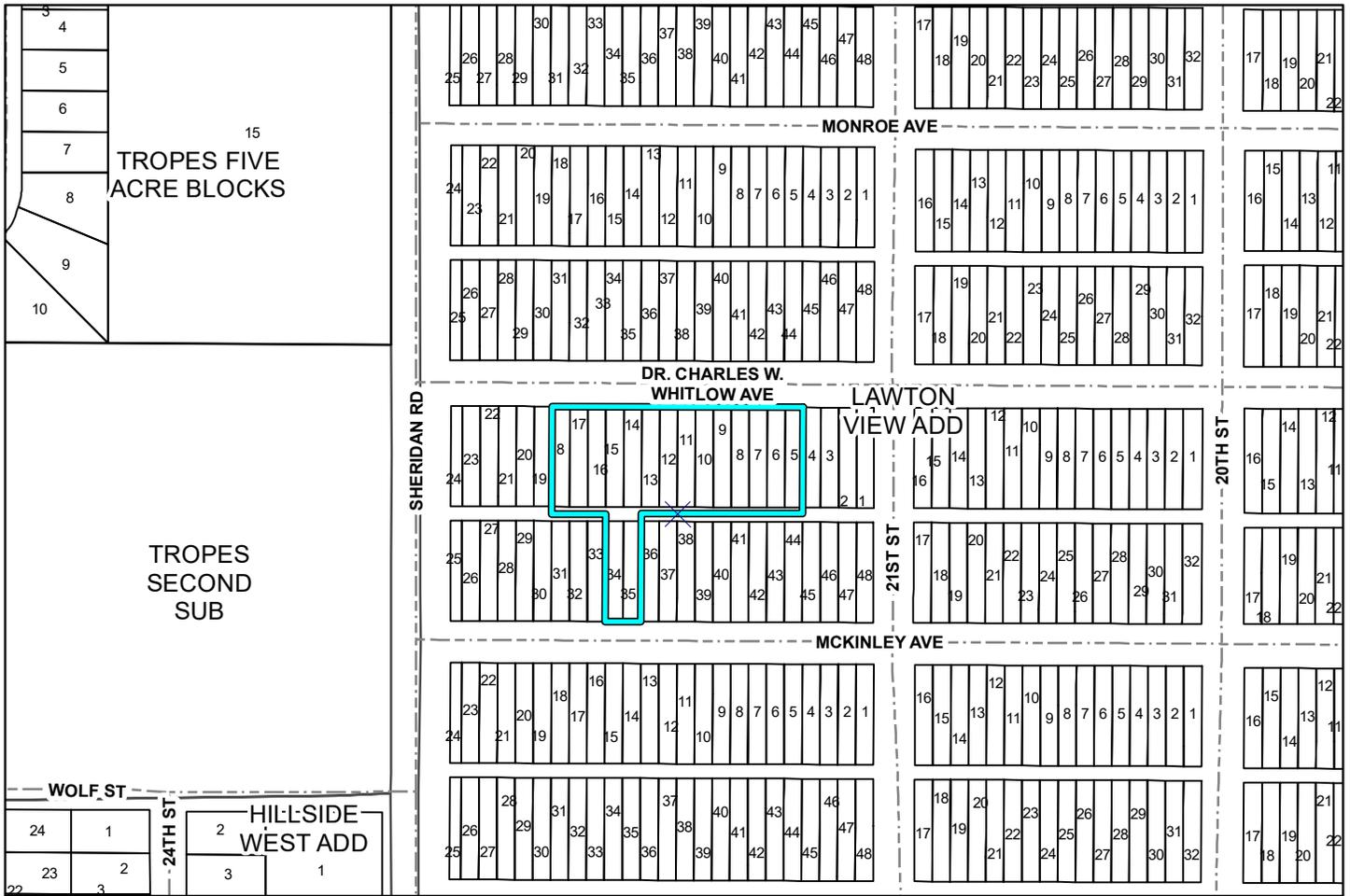
PASSED and APPROVED by the Mayor and Council of the City of Lawton this 11th day of March 2025.

STANLEY BOOKER, MAYOR

ATTEST:

DONALYNN BLAZEK-SCHERLER, CITY CLERK

(Published in *The Lawton Constitution* this _____ day of _____, 2025.)



REQUEST FOR REZONING AND AMENDMENT TO 2030 LAND USE PLAN

The amendment to the 2030 Land Use Plan from Industrial to Residential/Low Density and a change of zoning from the R-1 Single-Family Dwelling District to the R-2 Two-Family Dwelling District zoning classification.

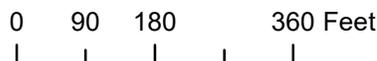
AREA DESCRIBED AS:

Lots 5-18 and Lots 34-35, Block 51, Lawton View Addition, to the City of Lawton, Comanche county, Oklahoma, according to the record plat thereof

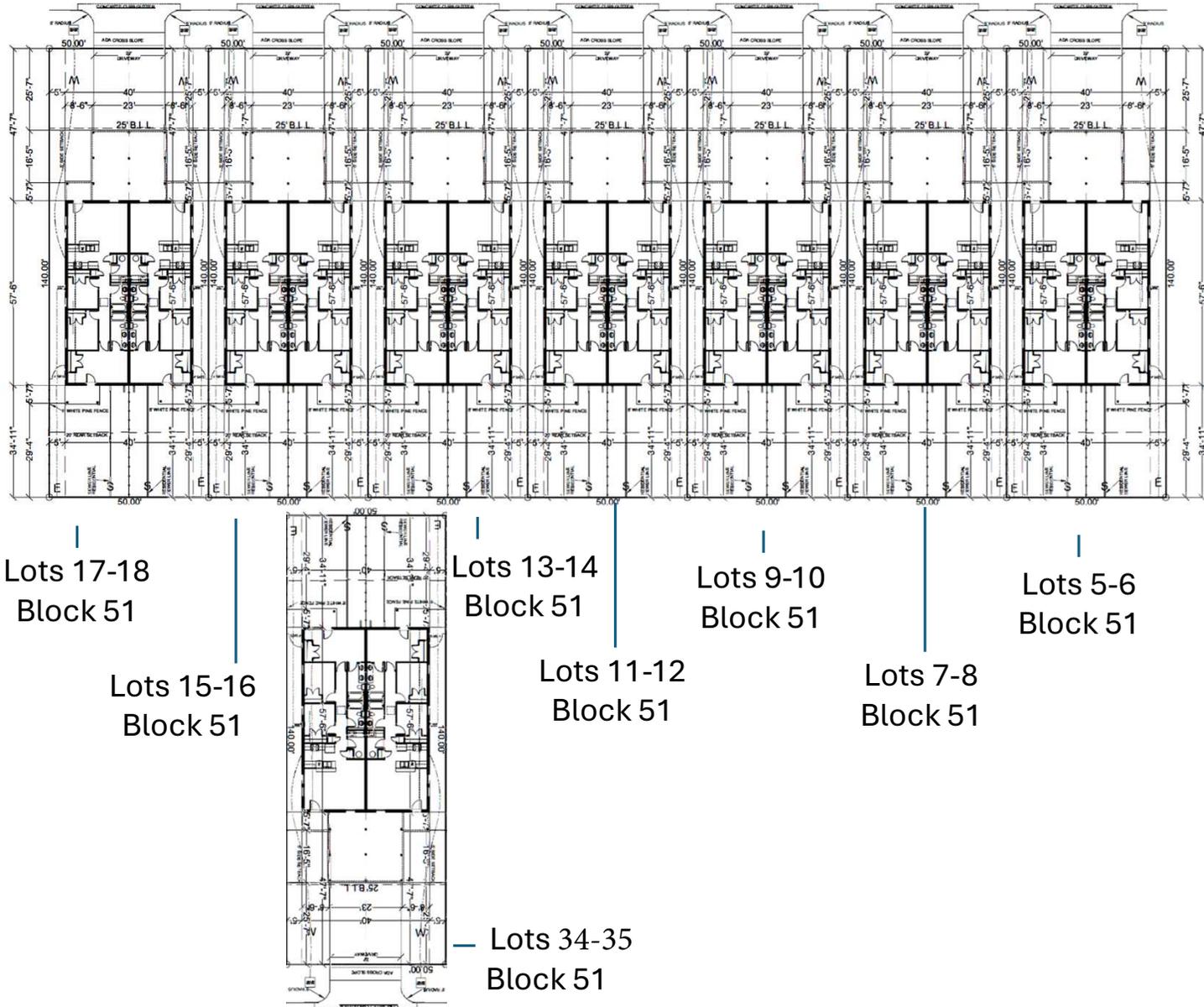
REQUESTED BY: Builder Investment Group, LLC and Sumner Ridge Homes, LLC

Legend

-  Rezoning Boundary
-  Street Centerline



SW CHARLES WHITLOW AVE



SW MCKINLEY AVE



Planning Department
212 SW 9th Street, Lawton, Oklahoma 73501
Phone: 580-581-3375 Fax: 580-581-3573

MEMORANDUM

TO: City Planning Commission
FROM: Builders Investment Group, LLC and Sumner Ridge Homes, LLC
STAFF: Kameron Good, Senior Planner
SUBJECT: Request for an Amendment to the 2030 Land Use Plan and Rezoning for Property Located near 2108 SW Charles Whitlow Ave. and 2123 SW McKinley Ave, Lawton, OK 73501
MEETING DATE: February 27, 2025

The following is an analysis of the request for an amendment to the 2030 Land Use Plan from Industrial to Residential/Low Density and a change of zoning from the R-1 Single-Family Dwelling District to the R-2 Two-Family Dwelling District zoning classification for the construction of eight new duplex homes to be located near 2108 SW Charles Whitlow Ave. and 2123 SW McKinley Ave, Lawton, OK 73501.

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

1. *To lessen congestion in the streets.* Each proposed duplex has a driveway that will allow for off-street parking.
2. *To secure from fire, panic, and other dangers.* This property is not within the 100-year floodplain. There are 3 fire hydrants located within 200' of the requested property.
3. *To promote health and the general welfare.* All construction, i.e., drives, parking, sidewalks, landscaping, etc., to meet all City Code requirements.
4. *To provide adequate light and air.* The proposed site is currently vacant and all construction will have to meet all City Code, landscaping code, and building code requirements.
5. *To prevent the overcrowding of land.* The proposed structures will meet all existing city code coverage and setback requirements.
6. *To promote historical preservation.* There are no historic buildings, landmarks, or overlays on the requested property. There are also no historic buildings, landmarks, or overlays on the adjacent properties.
7. *To avoid undue concentration of population.* The proposed zoning change from R-1 to R-2 would be a higher density of residential use.
8. *To facilitate the adequate provision of transportation, water, sewerage, schools, parks, and other public requirements.* There is a 12-inch public water line running along the

north side of SW Charles Whitlow Ave. There is a 6-inch public water line running along the north side of SW McKinley Ave. Located in the alley of Block 51 there is a 6-inch sewer line.

9. *To conserve the character of the district and buildings and encourage the most appropriate land uses.* The proposed zoning change from R-1 to R-2 would be a higher density of residential use but new construction would encourage new development in the district.

Based upon the facts above it is recommended the request be approved.

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 public hearing previously noticed for Thursday, February 13, 2025, has been rescheduled to 1:30 p.m. on Thursday, February 27, 2025, in the Wayne Gilley Auditorium of City Hall, 212 SW 9th Street, Lawton, Comanche County, Oklahoma. The CPC will forward a recommendation for approval or disapproval of the request to the Lawton City Council. The City Council will hold a public hearing for the request at 6:00 p.m. on Tuesday, March 11, 2025 for the following purpose:

To consider an amendment to the 2030 Land Use Plan from Industrial to Residential/Low Density and a change of zoning from R-1 Single-Family Dwelling District to R-2 Two-Family Dwelling District zoning classification. The requested area is located at 2108 SW Charles Whitlow Ave. and 2123 SW Mckinley Ave, Lawton, OK 73501. Below is the legal description for the requested area:

A tract of land described as:

Lots 5-18 and Lots 34-35, Block 51, Lawton View Addition, to the City of Lawton, Comanche county, Oklahoma, according to the record plat thereof

Said changes having been requested by Builders Investment Group, LLC and Sumner Ridge Homes, LLC.

Any parties having an interest and any citizens desiring to be heard shall be afforded an opportunity to be heard at said public hearing.

CITY PLANNING COMMISSION


CHRISTINE JAMES, SECRETARY

CITY OF LAWTON, OKLAHOMA


DONALYNN BLAZEK-SCHERLER,
CITY CLERK

(Published in *The Lawton Constitution* this 11th day of February, 2025.)





CITY OF LAWTON
PLANNING DEPARTMENT

212 SW 9th Street, Lawton, Oklahoma 73501
Phone (580) 581-3375 • Fax (580) 581-3573 • www.lawtonok.gov

NOTICE OF PUBLIC HEARING ON AN AMENDMENT TO THE LAND USE PLAN
AND A REZONING REQUEST

Builders Investment Group, LLC and Sumner Ridge Homes, LLC has submitted a request for an amendment to the 2030 Land Use Plan and a change of zoning for property located at 2108 SW Charles Whitlow Ave. and 2123 SW McKinley Ave, Lawton, OK 73501. The City Planning Commission (CPC) will conduct a public hearing to review this request.

The CPC public hearing previously noticed for Thursday, February 13, 2025, has been **rescheduled** to 1:30 p.m. on Thursday, February 27, 2025, in the Wayne Gilley Auditorium of City Hall, 212 SW 9th Street. The CPC will review the request for an amendment to the 2030 Land Use Plan from Industrial to Residential/Low Density and a change of zoning from the R-1 Single-Family Dwelling District to the R-2 Two-Family Dwelling District zoning classification. The CPC will forward a recommendation for approval or disapproval of the request to the Lawton City Council. The City Council will hold a public hearing for the request at 6:00 p.m. on Tuesday, March 11, 2025, in the Wayne Gilley Auditorium of City Hall, 212 SW 9th Street.

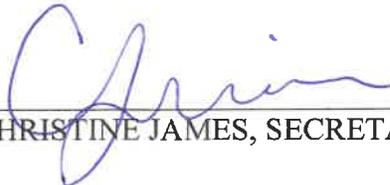
Below is the legal description for the requested area:

*Lots 5-18 and Lots 34-35, Block 51, Lawton View Addition, to the City of Lawton,
Comanche county, Oklahoma, according to the record plat thereof*

The above described property is shown on the attached map as the "Area Described." Also attached is a proposed site plan for this request. The proposed use for this property will be duplex homes. You are being notified of the public hearing because your property is within 300 feet of the property requested to be rezoned. If you desire to make a statement for or against said change of zoning at this location, you are invited to appear in person, by petition, or by attorney to so state your position to the CPC and Council on the above dates. If you have any questions regarding this notice, please call the Planning Department at (580) 581-3375.

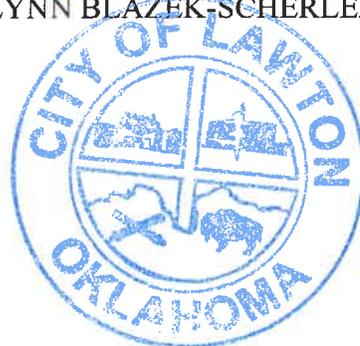
CITY PLANNING COMMISSION

CITY OF LAWTON, OKLAHOMA


CHRISTINE JAMES, SECRETARY


DONALYNN BLAZEK-SCHERLER, CITY CLERK

Attachments – Location Map
Site Plan



CITY PLANNING COMMISSION

WAYNE GILLEY AUDITORIUM

February 27, 2025

Minutes of the City Planning Commission meeting held February 27 2025, in the Wayne Gilley Auditorium, City Hall, 212 SW 9th Street, Lawton, Oklahoma.

The agenda for the meeting was posted on the bulletin board in City Hall in compliance with the Oklahoma Open Meeting Act.

The meeting was called to order at 1:30 p.m. by David Denham.

ROLL CALL

MEMBERS PRESENT

David Denham
Melissa Busse
Ron Jarvis
Joan Jester
Allen Smith
Darren Medders

MEMBERS ABSENT:

Deborah Jones (excused)
Michael Logan (excused)

ALSO PRESENT:

Kameron Good, Senior Planner
Christina Ryans-Huffer, Recording Secretary
Robert Burns, Planner I
Cindy Augustine, City of Lawton Real Property Coordinator
Kim McConnell, Lawton Constitution
Matina Davis

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 January 30, 2025.**

Motion by Medders, Second by to approve the minutes from the regular scheduled meeting from January 30, 2025 as written **Aye:** Busse, Jarvis, Jester, Smith, Medders, Denham **Nay:** None **Motion Passed 6-0**

2. **Consider approving the Record Plat for Lamplighter Plaza a Replat of Lots 15-21, Block 5, Lee Addition subject to conditions and take appropriate action as deemed necessary.**

Good stated good afternoon Kameron Good with the Planning Department. This is a Record Replat for Lamplighter Plaza. This is to the northeast of Northwest Morford Drive and Gore Boulevard. Here is an existing aerial, it has 3 structures on it, each existing structure will be on a separate lot. We did ask for additional right-of-way to meet City Code, which they have shown on here. That was the original condition, that's why is said subject to conditions and they have already addressed that.

Motion by Smith, Second by Medders to recommend the City Council to approve the Record Plat for Lamplighter Plaza a Replat of Lots 15-21, Block 5, Lee Addition subject to conditions and take appropriate action as deemed necessary **Aye:** Jarvis, Jester, Smith, Medders, Denham, Busse **Nay:** None **Motion Passed 6-0**

3. **Consider approving offsite improvement construction plans for a water line and fire hydrants to serve the future phases of Lawton Market Place, to be located at 1410 NW 82nd Street, subject to the conditions listed.**

Good stated Kameron Good Planning Department. The Construction plans have been submitted to extend approximately 1344 linear feet of 12-inch water line, approximately 6 linear feet of 10-inch water line, approximately 52 linear feet of 8-inch water line, approximately 21 linear feet of 6-inch water line and five fire hydrants. This is to serve the southern portion of Lawton Market Place. Lawton Market Place Phase One is already built and is on 82nd Street, that includes the Target, Academy, Chucky Cheese and all those building in front of those businesses. This is to help support the future phases and future construction for the future lots. Here is a quick diagram that represents where this water line is going. This will extend south of where the existing Braums is that was just built and then go west and south and then back west to support future development. There is some conditions from Public Utilities that are still on here and that is why this would be subject to conditions.

Motion by Jarvis, Second by Medders to recommend the City Council to approve offsite improvement construction plans for a water line and fire hydrants to serve the future phases of Lawton Market Place, to be located at 1410 NW 82nd Street, subject to the conditions listed **Aye:** Jester, Smith, Medders, Denham, Busse, Jarvis **Nay:** None
Motion Passed 6-0

4. **Consider holding a public hearing and consider a request from Builders Investment Group, LLC and Sumner Ridge Homes, LLC for an amendment to the 2030 Land Use Plan from Industrial to Residential/Low Density and a change of zoning from the R-1 Single-Family Dwelling District to the R-2 Two-Family Dwelling District zoning classification for the construction of eight new duplex homes to be located near 2108 SW Charles Whitlow Ave. and 2123 SW McKinley Ave, Lawton, OK 73501 and take appropriate action as deemed necessary.**

Good stated this is a request from Builders Investment Group, LLC and Sumner Ridge Homes, LLC, they are both the property owners for these requested lots. As you can see on the location map, you have Lots 5 through 8 Block 18 fronting Charles Whitlow Avenue and Lots 34 and 35 on McKinley Avenue. The existing zoning for these is R-1 the proposed zoning is R-2 for the construction of 8 new duplex homes. Here is an aerial to show that area as you can see all the land is currently vacant. There is a couple of structures to the north, 1 structure to the west fronting Sheridan Road. The existing Land Use is Industrial, with Industrial Land Use surrounding it. As you can see on the current zoning map here is the existing zoning, with the surrounding zonings. Here is a site plan showing the proposed 8 duplexes being constructed on the lots. One duplex will set on 2 lots. Here is some photos of existing duplexes that they built down in Lawton View. This was noticed to 43 property owners within 300 feet on February 6, 2025 and posted in the Lawton Constitution on February 11, 2025. We did have 1 person come into the office with some questions, She is actually here today in the audience and may want to speak on the item.

Denham asked why is this neighborhood all zoned Industrial in the Land Use Plan?

Good responded all the Land Use in that area, that was put in place in 2005, which was the last Land Use Plan Amendment which we are working on the Land Use Plan right now with Garver Engineering to bring up to date and put in place our 2050 Land Use Plan. It's supposed to be a 25 year projection and that's how far behind we are. That being said the Land Use is Industrial but as you can see on the aerial nothing is moving in that direction and all the land is just sitting there vacant for the most part. The zoning is R-1 so, anybody that would come in there with an Industrial Use would have to come for the re-zoning process.

Denham stated maybe we make a note for Garver that they might look at making that R-1, R-2.

Good responded yes Sir.

Denham asked are there any questions? Alright at this time I will go ahead and declare the Public hearing open anybody that would like to speak to the Commission please approach the podium. We'll need you to state your name and before you leave give your name and address for the record. Seeing no one approach, I'll go ahead and declare the Public hearing closed.

Motion by Smith, Second by Medders to recommend the City Council to approve a request from Builders Investment Group, LLC and Sumner Ridge Homes, LLC for an amendment to the 2030 Land Use Plan from Industrial to Residential/Low Density and a change of zoning from the R-1 Single-Family Dwelling District to the R-2 Two-Family Dwelling District zoning classification for the construction of eight new duplex homes to be located near 2108 SW Charles Whitlow Ave. and 2123 SW McKinley Ave, Lawton, OK 73501 and take appropriate action as deemed necessary **Aye:** Smith, Medders, Denham, Busse, Jarvis, Jester **Nay:** None **Motion Passed 6-0**

Commissioner's Reports or Comments

Secretary's Report

Audience Participation

Adjournment



City of Lawton

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

Commentary

File #: 25-0159

Agenda Date: 3/11/2025

Agenda No: 27.

ITEM TITLE:

Consider a cost sharing application from Marie Detty for the installation of a 12” water main along SW Lee Boulevard adjacent to their proposed complex to be located at 4521 SW Lee Blvd and take appropriate action as deemed necessary.

INITIATOR: Christine James, Planning Director
Rusty Whisenhunt, Public Utilities Director

STAFF INFORMATION SOURCE: Christine James, Planning Director
Rusty Whisenhunt, Public Utilities Director

BACKGROUND: Council Policy 6-4 allows the City to consider a cost sharing agreement for new fire hydrants and/or public water mains improvements that are required for public safety and meet current development standards in areas with existing commercial development.

Pippin Brothers, on behalf of Marie Detty, submitted a Cost Sharing application requesting assistance with a required 12” water main along SW Lee Boulevard. According to the utilities master plan, mains along arterial roads shall be a minimum of 12” inches. Marie Detty proposed an 8” water main on their submitted plans and has already purchase the materials. The Public Utilities Department suggested that they submit a Cost Share application for a possible materials swap. Public Utilities is willing to accept their 8” pipe and associated fittings with 12” materials that the City already has on hand. The difference in materials cost is \$17,835.83 which is under the \$20,000.00 limit stated in the policy.

The public benefit of this upgrade is approximately 82% which is over the required 50% public benefit stated in the policy. The existing commercial development to the east of the proposed complex includes a gas station and storage complex. There are three existing fire hydrants near and within the existing commercial development, but per Rusty Whisenhunt, there is not sufficient fire flow for the hydrants currently.

EXHIBIT: Cost Sharing Application
Public Utilities Approved Materials List
Draft Cost Share Agreement
Council Policy 6-4

KEY ISSUES: Is the request in accordance with Council Policy 6-4?

FUNDING SOURCE: Public Utilities Materials and Supplies Budget

STAFF RECOMMENDED COUNCIL ACTION: Approve the Cost Sharing Agreement with Marie Detty for the installation of a 12” water main along SW lee Boulevard adjacent to their proposed complex to be located at 4521 SW Lee Blvd.



COMMUNITY SERVICES DEPARTMENT
 BUILDING DIVISION
 212 SW 9TH ST • Lawton, Oklahoma 73501
 Phone (580) 581-3360 • Fax (580) 581-3479
 www.lawtonok.gov

Request for Public Safety Improvement Cost Sharing Application

NOTE: This form applies to applications for cost sharing for public safety improvements in accordance with City Council Policy 6-4.

Project Name: Marie Detty - Youth Shelter & Office

Project Address: 4521 SW Lee Blvd Lawton, OK 73505

Describe Required Public Safety Improvements: Increasing line size to 12" from original 8" down. Adding additional fire hydrants for future development increasing volume

Are Required Improvements Located Within the Right-of-Way of a Public Roadway or a public utility easement adjacent to same? Yes No

Will the required upgrade provide benefit to other previously established commercial businesses not owned/leased by the applicant? Yes No

Determine Public Benefit Ratio:

Total Area of Building(s) Owned/Leased by the Applicant: 13,967 sq.ft.

Total Area of Buildings Within the Direct Benefit Area: 77,237 sq.ft.

(63,270 sq ft of existing commercial development)

Public Benefit Ratio: 82 %

Required Attachments:

- Site Plan of the proposed development showing required fire flow improvements
- Area Plan showing existing buildings and all existing water mains and fire hydrants
- Construction Plans for the required fire flow improvements
- List of requested materials required for construction
- Application Fee of \$57.50

Applicant: Owner Lessee

Name: Marie Detty Youth & Family Services

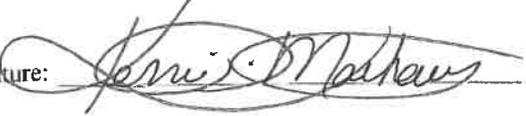
Phone: 580-250-1123 Fax: 580-248-0171 Other: 580-284-4974

Mailing Address: P.O. Box 408

City, State, Zip: Lawton, OK 73502 Email: Kerriem@mariedetty.com

Certification:

Applicant: I hereby certify and say that all the above statements and the information contained in all of the exhibits attached hereto and transmitted herewith are true in accordance with my best knowledge and belief.

Date: 2/6/2025 Applicant's Signature: 

Staff Use Only:

Received by Planning via email Date 2/7/2025 Fee paid no yet paid as of 2/21/25

Attachments complete? Yes No (If "No" application should not be accepted.)

Public Benefit Ration greater than 50%? Yes No

Determination by Christine James Date 2/21/25

Recommended Action: Approved Denied

Forwarded to Planning Director: Date _____ Concurrence Yes No

If Approved:

Forwarded to Public Utilities Director: 2/7/25 Date

Materials List Verified: Yes No Cost of materials \$ material swap \$17,835.83

If cost is greater than \$20,000, does this project meet the requirements of a listed Capital Improvement Project? Yes No (If "No" the materials list must be modified such that the City's contribution does not exceed \$20,000.)

Returned to Planning Director: 2/19/25 Date

Date set for consideration by City Council: 3/11/25 Date

If Denied:

Applicant sent Letter of Denial: _____ Date

Written appeal received from Applicant: _____ Date

Date set for consideration by City Council: _____ Date

Public Utilities Approved Material List

Quantity	Part	Cost/EA	Total Cost
2	12" x 6" MJ Reducer	\$165.60	\$331.20
5	12" 509 Gate Valve	\$2,945.75	\$14,728.75
4	12" MJ 45	\$435.00	\$1,740.00
1	12"x 6" MJ Tee's	\$560.00	\$560.00
1	12" MJ Plug	\$157.42	\$157.42
34	12" Mega Lugs	\$117.60	\$3,998.40
34	12" MJ Kits	\$55.00	\$1,870.00
493	12" C900 PVC	\$39.50	\$19,473.50
	Total Cost		\$42,859.27
2	8"x 6" MJ Reducer	\$983.13	\$1,966.26
5	8" 509 Gate Valve	\$1,545.00	\$7,725.00
5	8" MJ 45	\$220.00	\$1,100.00
3	8" x 6" MJ Tee's	\$335.15	\$1,005.45
1	8" x 8" MJ Tee	\$385.10	\$385.10
34	8" Mega Lugs	\$65.90	\$2,240.60
34	8" MJ Kits	\$37.02	\$1,258.68
493	8" C900 PVC	\$18.95	\$9,342.35
	Total Cost		\$25,023.44
	Cost Difference		

\$17,835.83

Policy 6-4 COST SHARING FOR NEW FIRE HYDRANT INSTALLATION AND/OR PUBLIC WATER MAIN IMPROVEMENTS

COUNCIL POLICY 6-4

DISTRIBUTION: Mayor and City Council
All Departments

SUBJECT: Requests for cost sharing with the City of Lawton for new fire hydrant installation and/or public water main improvements that are required for public safety and meet current development standards in areas with existing commercial development.

BACKGROUND: There are areas with existing commercial development within the City that have been identified as needing additional fire hydrants and/or new or upgraded public water mains to meet current development requirements. These improvements are necessary to improve public safety.

These upgrades very often benefit more existing commercial businesses than just that of the owners/developers that are being required to make the improvements as part of the construction of new buildings, or the remodeling or change in use of an existing structure.

The City Council of the City of Lawton establishes this policy for cost sharing requests related to fire hydrant installation and/or public water main improvements related to public safety and required to meet current development standards for areas that have existing commercial development which was developed under previous code requirements.

POLICY/

PROCEDURES: Property owners/developers who are required to install one or more new fire hydrants and/or upgrade/install new waterlines within the public right-of-way or a public utility easement adjacent to the public right-of-way to meet fire protection requirements and/or property and life safety concerns within previously developed commercial areas such that said improvements will also provide direct benefit to existing nearby commercial properties not owned/leased by the owner/developer, shall be eligible to submit a request for Council consideration for sharing the direct cost of the improvement associated with these requirements. The application shall be submitted on the form attached to this policy.

I. Application

A. To apply for consideration for cost sharing of identified public safety improvement costs, a City of Lawton "Request for Public Safety Improvement Cost Sharing" form must be completed and submitted to the License and Permits Division prior to beginning the installation of said required improvements.

II. Review

A. Within three (3) weeks of the date of the application, the License and Permits Division, with any necessary input from the Engineering Division, the Planning Division, and/or the Fire Department, shall review the application request and make a recommendation to the Community Services Director as to whether the request should be approved or denied. This determination shall be based upon the following factors:

1. Has the owner/developer been required to install one or more new fire hydrants, and/or been required to install/upgrade a waterline directly related to public safety?
2. Is the above requirement to be located within the right-of-way of a public roadway, or a public utility easement adjacent to same?
3. Will the required upgrade provide benefit to other previously established commercial businesses that are not owned/leased by the owner/developer of this property?
4. Has the applicant shown that said improvements meet the Public Benefit Threshold such that the area of the buildings within the direct benefit area that are owned/leased by the applicant is less than 50% of the total area of all the buildings within the direct benefit area? (The direct benefit area is that area which can be shown as underserved by the existing fire hydrants and/or public water mains with regards to public safety, based on current code requirements.)

B. Upon such review, if it is determined that the request does meet all of the above factors, the License and Permits Division shall forward the request to the Community Services Director with a recommendation that it be approved for cost sharing.

III. Approval

A. If the Community Services Director concurs with the recommendation to approve the cost share, he/she shall notify the License and Permits Division and the Public Works Department of the recommendation for cost share approval.

B. The Public Works Department shall be responsible for verifying the materials/parts required and determining the City's cost of these materials/parts. For all approved requests, this shall be the maximum amount allowed to be provided as the City's portion of the approved cost-share. In addition, the total cost for material/parts provided by the City for any one project shall be limited to ~~Ten~~ Twenty Thousand and NO/100 Dollars (\$120,000.00), unless the ~~Director of Public Works~~ City Manager determines that ~~said project meets the goals and requirements of~~ the location of the proposed improvements corresponds with a listed Capital Improvement Project.

C. The City's contribution toward an approved cost-sharing request shall only be through providing the actual parts/materials required for those fire hydrant installations and those portions of the public water system improvements which meet City Code and the further requirements stated herein. The requester(s) shall be required to enter into the standard form cost sharing agreement for construction of the required infrastructure.

D. Once completed, the standard form cost sharing agreement shall be forwarded back to the Community Services Director, who shall place the request on the agenda for Council consideration.

IV. Denial

A. Upon such review, if it is determined the request does not meet all of the requirements listed above, the License and Permits Division shall recommend to the Community Services Director that it not be approved. This recommendation shall include the reason(s) why the application fails to meet the requirements for further consideration.

B. If the Community Services Director concurs with the recommendation to deny the cost-share request, he/she shall attach this decision to the request packet and return to the License and Permits Division.

C. The License and Permits Division shall then notify the applicant(s) in writing of the denial and the reason(s) for the denial.

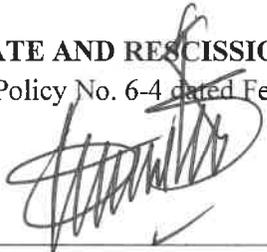
V. Appeal

A. The applicant(s) may appeal such denial in writing to the Community Services Director within thirty (30) days of the date of the letter of denial, whereby said appeal shall be placed on the next appropriate City Council agenda for consideration.

REFERENCES: None

RESPONSIBLE DEPARTMENT: Community Services Department

EFFECTIVE DATE AND RESCISSION: This policy becomes effective November 10, 2015, and rescinds Council Policy No. 6-4 dated February 12, 2008.



Fred L. Fitch, Mayor

AGREEMENT

This Agreement is made and entered into this _____ day of March, 2025, by and between the City of Lawton, Oklahoma, a municipal corporation, hereinafter referred to as "City", and Marie Detty Youth and Family Service Center, Inc., hereinafter referred to as "Marie Detty".

WHEREAS, the City and Marie Detty recognizes the need for a water main installation along SW Lee Boulevard at or about 4521 SW Lee Boulevard, hereinafter referred to as "Project", for the benefit of the citizens and Marie Detty; and

WHEREAS, Marie Detty has submitted an application to cost-share with the City on the Project per City Council Policy 6-4.

WHEREAS, Marie Detty agrees to provide at no cost to the City any required easement for the water main to be constructed and installed under this Agreement; and

NOW, THEREFORE, in consideration of the covenants, mutual obligations and promises of the City and Marie Detty contained herein:

The City and Marie Detty agree as follows:

- A. Marie Detty will provide the 8" materials (as shown on the attachment) including pipe, fittings, valves, and appurtenances for exchange.
- B. The City will provide the 12" materials (as shown on the attachment) including pipe, fittings, valves, and appurtenances for the Project with a cost difference not to exceed Twenty Thousand 00/100 Dollars (\$20,000.00).
- C. Marie Detty will schedule and deliver/receive said materials at the Public Works yard located at 2100 SW 6th Street and will construct the Project in accordance with the approved plans.
- D. Marie Detty will, prior to beginning construction, provide to the City any required easement documents on City approved forms.

IN WITNESS WHEREOF, the parties have hereunto set their hands the day and year first above written.



Kerrie Mathews, Executive Director
Marie Detty Youth and Family Service Center, Inc.

STATE OF OKLAHOMA)
) SS.
COUNTY OF COMANCHE)

Before me, the undersigned, a Notary Public in and for said County and State, on this 27th day of February, 2025, personally appeared Kerrie Mathews, known to me to be the identical person who subscribed their name to the foregoing instrument, acknowledged to me that she executed the same as her free and voluntary act for the uses and purposes set forth herein.

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

Aimie Swartz
NOTARY PUBLIC

My commission expires: 02/14/2026
My commission number: 22002197



CITY OF LAWTON, OKLAHOMA
A municipal corporation

STANLEY BOOKER, Mayor

ATTEST:

DONALYNN BLAZEK-SCHERLER, City Clerk

Approved as to form and legality for the City this _____ day of _____, 2025.

TIMOTHY WILSON, Interim City Attorney

Public Utilities Approved Material List

Quantity	Part	Cost/EA	Total Cost
2	12" x 6" MJ Reducer	\$165.60	\$331.20
5	12" 509 Gate Valve	\$2,945.75	\$14,728.75
4	12" MJ 45	\$435.00	\$1,740.00
1	12"x 6" MJ Tee's	\$560.00	\$560.00
1	12" MJ Plug	\$157.42	\$157.42
34	12" Mega Lugs	\$117.60	\$3,998.40
34	12" MJ Kits	\$55.00	\$1,870.00
493	12" C900 PVC	\$39.50	\$19,473.50
	Total Cost		\$42,859.27
2	8"x 6" MJ Reducer	\$983.13	\$1,966.26
5	8" 509 Gate Valve	\$1,545.00	\$7,725.00
5	8" MJ 45	\$220.00	\$1,100.00
3	8" x 6" MJ Tee's	\$335.15	\$1,005.45
1	8" x 8" MJ Tee	\$385.10	\$385.10
34	8" Mega Lugs	\$65.90	\$2,240.60
34	8" MJ Kits	\$37.02	\$1,258.68
493	8" C900 PVC	\$18.95	\$9,342.35
	Total Cost		\$25,023.44
	Cost Difference		

\$17,835.83



City of Lawton

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

Commentary

File #: 25-0121

Agenda Date: 3/11/2025

Agenda No: 28.

ITEM TITLE:

Consider repealing or re-affirming Resolution 24-094 to allow the new property owner of property located at 1816 NW Arlington Avenue to obtain a building permit to remodel the single-family residence that was declared dilapidated by City Council on April 23, 2024, and take action as necessary.

INITIATOR: Charlotte Brown, Community Services Director

STAFF INFORMATION SOURCE: Jonathan Jernigan, Neighborhood Services Supervisor

BACKGROUND: The property located at 1816 NW Arlington Avenue was declared dilapidated on April 23, 2024, by approval of Resolution No 24-175. The resolution gives 30 business days for the property owners to obtain a building permit to remodel. The 30 business days ended on June 13, 2024. A permit was applied for on June 25, 2024. On July 1, 2024, they were contacted about needing a revised floor plan. The property owner did not supply the floor plan. After 180 days in the permit system with no response, the permit is considered cancelled. The permit was cancelled on December 26, 2024. The City put the property out to bid on January 10, 2025, an Award Letter was to be issued to the contractor on January 29, 2025 and staff was notified by a gentleman that he was in the process of purchasing the property and would like to remodel.

Per the approved Resolution, Staff can only issue a remodel permit for 30 business days to the property owner. That time has elapsed. At this time, the only thing that staff can do is to proceed with the demolition of the structure.

EXHIBIT: Resolution No. 24-094
Original Pictures
Pictures taken on February 28, 2025

KEY ISSUES: Does Council want to rescind the resolution and allow a building permit?

FUNDING SOURCE: CIP Propel Demo funds is property is demolished

STAFF RECOMMENDED COUNCIL ACTION: Re-affirm Resolution No. 24-094 and allow the new property owner time to obtain a building permit to remodel the property located at 1816 NW Arlington Avenue.

RESOLUTION NO. 24 - 094

A RESOLUTION DECLARING CERTAIN STRUCTURE(S) TO BE DILAPIDATED, DETRIMENTAL TO THE HEALTH, SAFETY, OR WELFARE OF THE CITY OF LAWTON AND ITS INHABITANTS, A BLIGHTING INFLUENCE, AND A PUBLIC NUISANCE; DIRECTING THE OWNER(S) TO OBTAIN A REMODEL OR DEMOLITION PERMIT WITHIN THIRTY (30) DAYS AND ABATE THE NUISANCE; AUTHORIZING SUMMARY ABATEMENT SHOULD THE OWNER(S) FAIL TO ABATE THE NUISANCE; AND ALTERNATIVELY AUTHORIZING THE CITY ATTORNEY TO COMMENCE LEGAL ACTION IN COMANCHE COUNTY DISTRICT COURT TO ABATE SUCH NUISANCE IF SUMMARY ABATEMENT IS NOT ECONOMICALLY PRACTICAL.

WHEREAS, the condition of the structure(s) on the property located at:

Gay's West Mountain View Addition, Block 34, Replat of Blocks 9, 10, 19, 22, 31, 33, 34 and the North Half and the West Half of the South Half of Block 20, Lot Eight (8), to the City of Lawton, Comanche County, Oklahoma, according to the recorded plat thereof, 1816 NW Arlington Avenue (Secondary Structure)

has become dilapidated and detrimental to the health, safety or welfare of the City of Lawton and its inhabitants, a blighting influence and the property therewith has therefore become a public nuisance; and

WHEREAS, as required by statutes of the State of Oklahoma and the ordinances of the City of Lawton, a City official caused more than ten (10) days' notice to be given to the following-named property owner(s), recorded mortgage holders, lienholders or other persons who may assert a claim thereto:

Title Holder: Midwest Cap, LLC
c/o Judy Sullivan
PO Box 18979
Spokane Washington 99228

Mortgages: Raymond Alfred Pieren
Address Unknown

Lienholders: City of Lawton

Other: None

by mailing a copy of said notice by certified mail to each of the aforementioned interested parties on April 10, 2024;

by posting a copy of said notice on the property on April 10, 2024;

and by publishing a copy of said notice in the Lawton Constitution on April 10, 2024;

notifying them that on a day certain the City Council of the City of Lawton, Oklahoma, would hold a public hearing, be presented with evidence concerning the condition of the said structure(s) and then determine whether said structure(s) should be declared dilapidated, detrimental to the health, safety or welfare of the City of Lawton and its inhabitants, a blighting influence and a public nuisance; and

WHEREAS, such notice being given, and said public hearing being held, the Council of the City of Lawton, Oklahoma, determined and found the structure(s) located on the following-described real property:

Gay's West Mountain View Addition, Block 34, Replat of Blocks 9, 10, 19, 22, 31, 33, 34 and the North Half and the West Half of the South Half of Block 20, Lot Eight (8), to the City of Lawton, Comanche County, Oklahoma, according to the recorded plat thereof, 1816 NW Arlington Avenue (Secondary Structure)

to be dilapidated, detrimental to the health, safety or welfare of the City of Lawton and its inhabitants, a blighting influence, and a public nuisance; and

WHEREAS, the Council of the City of Lawton, Oklahoma, further found that the dilapidated structure(s) must, at the expense of the property owner, either be repaired and brought up to the standards of Chapter 6 of the City's Municipal Code and any other applicable code provisions or be torn down and removed by the property owner.

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

SECTION 1: The Council of the City of Lawton, Oklahoma, after a public hearing held and evidence being heard, finding that the condition of the property constitutes a detriment or a hazard and that the property would be benefited by the removal of such conditions, determines the structure(s) located upon the real property hereinbefore described is/are dilapidated, detrimental to the health, safety, or welfare of the community, a blighting influence, and a public nuisance.

SECTION 2: The property owner of said dilapidated structure(s) shall have thirty (30) days from the date of the adoption of this resolution, at said owner's expense, to obtain a permit either (1) to remodel and bring the dilapidated structure(s) within the standards of Chapter 6 of the City's Municipal Code and any other applicable code provisions or (2) to tear down and remove such dilapidated structure(s). No such work shall begin or be done by the owner or said owner's agents without a permit therefor. Any work authorized under a permit to remodel and bring the dilapidated structure(s) within the standards of the City's building code must be completed as outlined in Paragraph D, Section 6-1-1-108, Article One, Chapter 6, of the Lawton City Code. Should the property owner fail to remodel and bring the dilapidated structure(s) within the applicable code standards within the time prescribed in Section 6-1-1-108, said property owner shall then obtain a demolition permit within seven (7) days of the expiration of the time period outlined in Section 6-1-1-108 and demolish and remove the dilapidated structure(s) within four (4) weeks of the issuance of the demolition permit. Further, until all such work is completed and for so long as the structure(s) remain deemed dilapidated and the real property deemed a public nuisance, the owner or said owner's agents shall not allow the premises to be occupied.

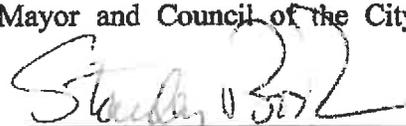
SECTION 3: In the event the property owner either (1) fails to obtain a permit as directed in Section 2 of this Resolution or (2) fails to perform in accordance with the conditions of the permit issued, then the City's agents are authorized to enter upon the property, to abate the nuisance thereon, and to otherwise demolish, dismantle and remove the dilapidated structure(s). Further, Neighborhood Services is authorized to solicit bids to raze and remove the dilapidated structure(s).

SECTION 4: In conjunction with or in lieu of any such abatement, as provided in Section 3 of this Resolution, the City Attorney is hereby authorized, should the same be deemed necessary, to abate the nuisance by the initiation, prosecution, and/or settlement of litigation in Comanche County District Court, pursuant to the provisions of Title 11 O.S. §22-112 , Title 50 O.S. §17, and/or any other applicable law. In addition to the property owner, the City Attorney shall be authorized to name as a party to such litigation any individual or entity having an interest in the property, to include mortgage and lien holders. In lieu of or in conjunction with any such litigation, the City Attorney is authorized to allow a demolition permit to be issued to any individual with legally valid ownership claim to the property.

SECTION 5: All of the costs borne by the City in abating the nuisance shall be charged to the owner of the property as a personal obligation and to the real property itself as provided by law. These costs will include the following: (1) the cost of litigation to include attorney fees, (2) the cost of any notice, mailing, filing, and all administrative and professional expenses incurred, (3) the actual cost of the labor, maintenance and equipment required for the dismantling and removal of the dilapidated structure(s), and (4) any other expenses that may be necessary in conjunction with the demolition, dismantling and removal of the structure(s) and otherwise abating the public nuisance on the property.

SECTION 6: All persons having an interest in property are notified that, pursuant to Title 11 O.S. §22-112, any action to challenge this Resolution must be filed within thirty (30) business days.

ADOPTED and APPROVED by the Mayor and Council of the City of Lawton, Oklahoma, this 23rd day of April, 2024.



Stanley Booker, Mayor

ATTEST:



Donalynn Blazek-Scherler, City Clerk

APPROVED as to form and legality this 23rd day of April, 2024.



Timothy Wilson, Acting City Attorney



Dilapidated and
Dangerous Structures
March 11th, 2025

1816 NW Arlington Avenue Ward 5



1816 NW Arlington Avenue Ward 5



1816 NW Arlington Avenue Ward 5



1816 NW Arlington Avenue Ward 5



1816 NW Arlington Avenue Ward 5



1816 NW Arlington Avenue Ward 5



1816 NW Arlington Avenue Ward 5





Dilapidated and
Dangerous Structures
March 11th, 2025

1816 NW Arlington Avenue Ward 5



1816 NW Arlington Avenue Ward 5



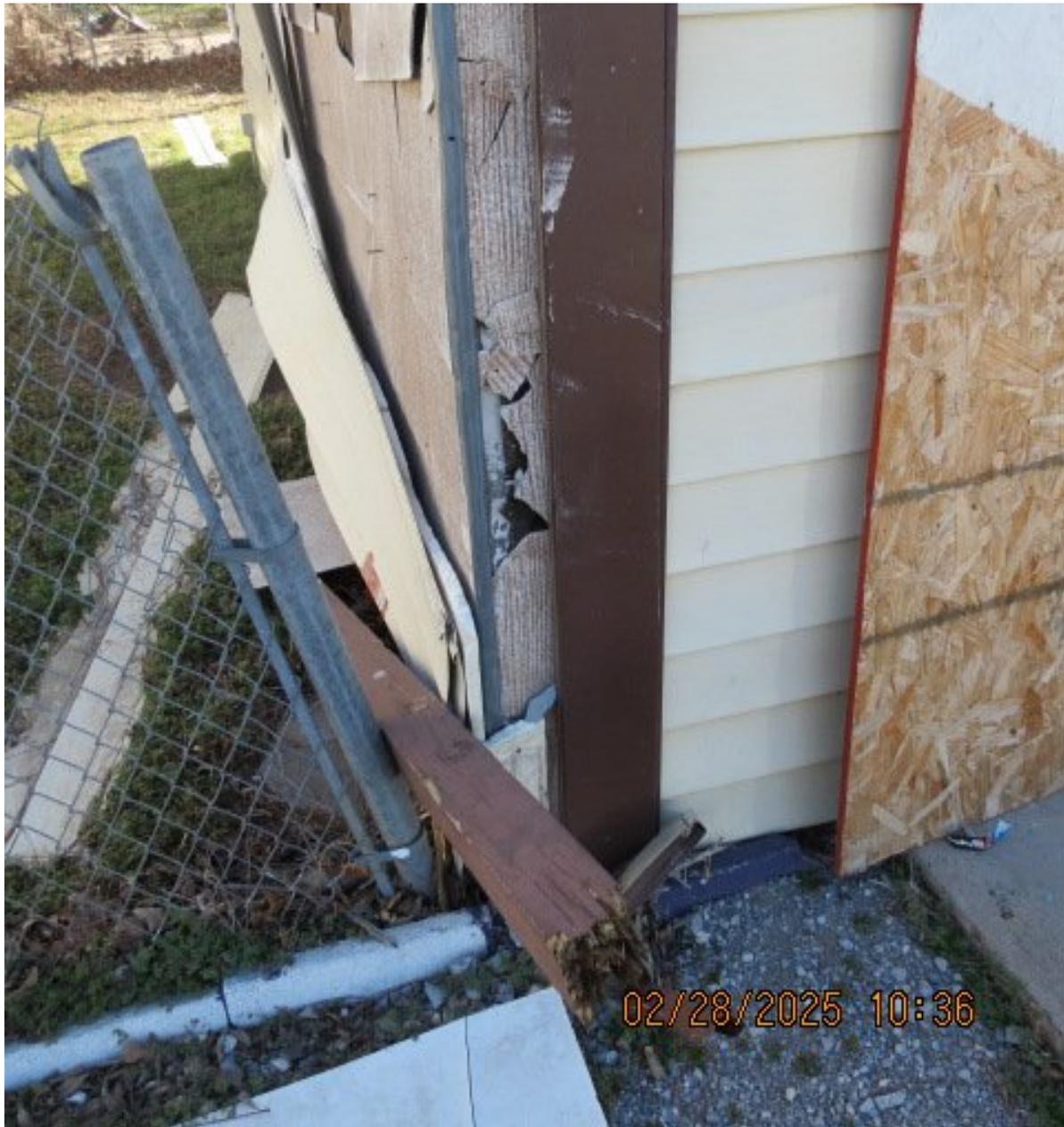
1816 NW Arlington Avenue
Ward 5



1816 NW Arlington Avenue
Ward 5



1816 NW Arlington Avenue Ward 5





City of Lawton

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

Commentary

File #: 25-0169

Agenda Date: 3/11/2025

Agenda No: 29.

ITEM TITLE:

Provide City Council with an update on the FY2024 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 and update to City Council on the progress of the FY 2024 audit process.

EXHIBIT: None.

KEY ISSUES: How is staff progressing on the FY 2024 Audits

FUNDING SOURCE: Report only, no funding required.

STAFF RECOMMENDED COUNCIL ACTION: Report only, no action required.



City of Lawton

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

Commentary

File #: 25-0150

Agenda Date: 3/11/2025

Agenda No: 30.

ITEM TITLE:

Pursuant to Section 307B.4, Title 25, Oklahoma Statutes, consider convening in executive session to discuss the pending action in the United States District Court for the Western District of Oklahoma titled Christopher Hartley v City of Lawton, et al, Case number CIV-24-153-J, and if necessary, take appropriate action in open session.

INITIATOR: Timothy Wilson, Deputy City Attorney

STAFF INFORMATION SOURCE: Timothy Wilson, Deputy City Attorney

BACKGROUND: The Deputy City Attorney desires to discuss with the Mayor and Council the pending action in the United States District Court for the Western District of Oklahoma titled Christopher Hartley v City of Lawton, et al, Case number CIV-24-153-J. The Deputy City Attorney advises the City Council that the Council should determine that disclosure of confidential communications between the Council and the Deputy City Attorney regarding the above referenced item will seriously impair the ability of the City to protect the City's interest in the aforementioned litigation, and from that determination, the Council should convene in executive session to discuss this matter.

EXHIBIT: N/A

KEY ISSUES: N/A

FUNDING SOURCE: N/A

STAFF RECOMMENDED COUNCIL ACTION: Pursuant to Section 307B.4, Title 25, Oklahoma Statutes, consider convening in executive session to discuss the pending action in the United States District Court for the Western District of Oklahoma titled Christopher Hartley v City of Lawton, et al, Case number CIV-24-153-J, and if necessary, take appropriate action in open session.



City of Lawton

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

Commentary

File #: 25-0151

Agenda Date: 3/11/2025

Agenda No: 31.

ITEM TITLE:

Pursuant to Section 307B.4, Title 25, Oklahoma Statutes, consider convening in executive session to discuss the pending action in the United States District Court for the Western District of Oklahoma titled Kent Jackson, as Personal Representative of the Estate of Israel Williams v. City of Lawton, et al, Case No. CIV-23-284-G, and if necessary, take appropriate action in open session.

INITIATOR: Timothy Wilson, Deputy City Attorney

STAFF INFORMATION SOURCE: Timothy Wilson, Deputy City Attorney

BACKGROUND: The Deputy City Attorney desires to discuss with the Mayor and Council the pending action in the United States District Court for the Western District of Oklahoma titled Kent Jackson, as Personal Representative of the Estate of Israel Williams v. City of Lawton, et al, Case No. CIV-23-284-G. The Deputy City Attorney advises that City Council should determine that disclosure of confidential communications between the Council and the Deputy City Attorney regarding the above referenced action will seriously impair the ability of the City to protect the City's interest, and from that determination, the Council should convene in executive session to discuss this matter.

EXHIBIT: N/A

KEY ISSUES: N/A

FUNDING SOURCE: N/A

STAFF RECOMMENDED COUNCIL ACTION: Convene in executive session to discuss the pending action in the United States District Court for the Western District of Oklahoma titled Kent Jackson, as Personal Representative of the Estate of Israel Williams v. City of Lawton, et al, Case No. CIV-23-284-G, and if necessary, take appropriate action in open session.



City of Lawton

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

Commentary

File #: 25-0152

Agenda Date: 3/11/2025

Agenda No: 32.

ITEM TITLE:

Pursuant to 307B.4, Title 25, Oklahoma Statutes, consider convening in executive session to discuss the pending action in the United States District Court for the Western District of Oklahoma titled Felisha Parker and Laresha Parker as next of kin to Isaac D'Wayne Parker, deceased v. City of Lawton, et al, Case Number CIV-24-178-JD, and if necessary, take appropriate action in open session.

INITIATOR: Timothy Wilson, Deputy City Attorney

STAFF INFORMATION SOURCE: Timothy Wilson, Deputy City Attorney

BACKGROUND: The Deputy City Attorney desires to discuss with the Mayor and Council the pending action in the United States District Court for the Western District of Oklahoma titled Felisha Parker and Laresha Parker as next of kin to Issac D'Wayne Parker, deceased v. City of Lawton, et al, Case number CIV-24-178-JD. The Deputy City Attorney advises the City Council that the Council should determine that disclosure of confidential communications between the Council and the Deputy City Attorney regarding the above referenced item will seriously impair the ability of the City to protect the City's interest in the aforementioned litigation, and from that determination, the Council should convene in executive session to discuss this matter.

EXHIBIT: N/A

KEY ISSUES: N/A

FUNDING SOURCE: N/A

STAFF RECOMMENDED COUNCIL ACTION: Pursuant to Section 307B.4, Title 25, Oklahoma Statutes, consider convening in executive session to discuss the pending action in the United States District Court for the Western District of Oklahoma titled Felisha Parker and Laresha Parker as next of kin to Isaac D'Wayne Parker, deceased v. City of Lawton, et al, Case Number CIV-24-178-JD, and if necessary, take appropriate action in open session.



City of Lawton

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

Commentary

File #: 25-0185

Agenda Date: 3/11/2025

Agenda No: 33.

ITEM TITLE:

Pursuant to Section 307B.2, Title 25, Oklahoma Statutes, consider convening in executive session to discuss negotiations of the FYE 2026 Collective Bargaining Agreement between the International Association of Firefighters (IAFF), Local 1882, and the City of Lawton, and, if necessary, take appropriate action in open session.

INITIATOR: Mayor Stan Booker

INFORMATION SOURCE: Mayor Stan Booker

BACKGROUND: The Mayor desires to discuss the status of the current Collective Bargaining Agreement with the City Manager, City Attorney, and Council to include discussions regarding the negotiation process between the City and Lawton Firefighters Association, IAFF Local 1882. The City Attorney advises the City Council that the Council should determine that disclosure of confidential communications between the Council and the City Attorney regarding the above referenced item will seriously impair the ability of the City to defend 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 the FYE 2026 Collective Bargaining Agreement between the International Association of Firefighters (IAFF), Local 1882, and the City of Lawton, and, if necessary, take appropriate action in open session.